

EXHIBIT B

COMPLAINT

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF KING

KEIRSTEN MOORE and JEREMY MOORE,

NO.25-2-09916-4 SEA

Plaintiffs,

vs.

LVNV FUNDING LLC, Foreign Limited
Liability Company; RESURGENT CAPITAL
SERVICES L.P., Foreign Limited Partnership;
CREDIT CONTROL, LLC, Foreign Limited
Liability Company; SYNCHRONY BANK;
and TRANS UNION LLC,

COMPLAINT FOR INJUNCTIVE AND
OTHER RELIEF UNDER THE 15 U.S.C. §
1681 ET SEQ., 15 U.S.C. § 1692 ET SEQ.,
WASHINGTON COLLECTION AGENCY
ACT (RCW CHAPTER 19.16 ET SEQ.),
AND WASHINGTON CONSUMER
PROTECTION ACT (RCW CHAPTER
19.86 ET SEQ.)

Defendants.

Plaintiffs Keirsten Moore and Jeremy Moore (collectively “the Moores”), by and through
their counsel, Davidovskiy Law Firm, complain and allege based on their personal knowledge
regarding their own acts and on information and belief regarding all other matters:

I. INTRODUCTION

1.1 This case arises from a years-long, relentless, and deeply abusive campaign of debt
collection harassment waged by Defendants against the Moores—two Washington consumers
who did everything right. After falling on financial hardship, they sought help, responsibly

COMPLAINT - 1



DAVIDOVSKIY LAW FIRM
— A DISCIPLINED RESULTS-ORIENTED FIRM —

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1 negotiated and fully paid off their debts in 2020, and set out to rebuild their lives. But instead of
 2 peace, they were met with chaos: Among other things, Defendants LVNV Funding LLC
 3 (“LVNV”), Resurgent Capital Services (“Resurgent Capital”), and Credit Control, LLC (“Credit
 4 Control”)—not only refused to acknowledge the settled debts, but also engaged in a pattern of
 5 conduct that was unlawful, deceptive, and emotionally devastating.

6 1.2 Defendants' conduct included repeated false debt collection attempts,
 7 misrepresentations, unlawful credit reporting, and ultimately the filing of a baseless lawsuit—
 8 culminating in the garnishment of Ms. Moore's wages for a debt that had been paid in full years
 9 earlier. The Moores were forced to relive trauma they had already resolved, fighting off harassing
 10 calls, letters, emails, and legal actions that had no basis in fact or law. Despite receiving repeated
 11 documentation that the debts were resolved, Defendants continued their attacks with calculated
 12 indifference, all in violation of, *inter alia*, the Fair Credit Reporting Act (“FCRA”) Fair Debt
 13 Collection Practices Act (“FDCPA”), the Fair Credit Reporting Act (“FCRA”), the Washington
 14 Collection Agency Act (“WCAA”), and the Washington Consumer Protection Act (“CPA”).

15 1.3 This lawsuit seeks to hold Defendants accountable for their flagrant violations of
 16 law, their reckless disregard for the truth, and the immense emotional, financial, and reputational
 17 harm they have inflicted on the Moores. Plaintiffs seek damages, injunctive relief, and every
 18 remedy available under state and federal law to stop this misconduct—once and for all.
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21 **II. PLAINTIFFS**

22 2.1 Plaintiffs are natural persons under the FDCPA and reside in Washington. Plaintiffs
 23 are also “consumers” as defined by the 15 U.S.C. § 1692a(3) and 15 U.S.C. § 1681a(c). This case
 24 also involves Plaintiffs' “consumer report” as that term is defined by 15 U.S.C. § 1681a(d)(1).
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III. DEFENDANTS

3.1 LVNV Funding LLC: LVNV is a foreign limited liability company organized with its principal place of business located at 355 S Main St Ste 300-D, Greenville, SC, 29601-2923. The principal purpose of LVNV is the collection of debts using the federal postal service, mail, and telephone. On information and belief, LVNV regularly solicits claims for collection, individually and through third party debt collectors, including Defendant Resurgent Capital Services L.P. and Defendant Credit Control, LLC. LVNV regularly attempts to collect debts alleged to be due to another person, firm, partnership, trust, joint venture, association, or corporation. In addition, LVNV is a furnisher of information as contemplated by FCRA sections 1681s-2(b), that regularly and in the ordinary course of business furnish information to one or more consumer reporting agencies about consumer transactions or experiences with any consumer. LVNV's listed registered agent is Corporation Service Company, 300 Deschutes Way SW Ste 208 MC-CSC1, Tumwater, WA, 98501.

3.2 Resurgent Capital Services L.P.: Resurgent Capital is a Foreign Limited Partnership, a debt collector, and a collection agency operating in Washington under UBI No. 602-043-820. On information and belief, Resurgent Capital regularly solicits claims for collection, individually and through third party debt collectors. Resurgent Capital regularly attempts to collect debts alleged to be due to another person, firm, partnership, trust, joint venture, association, or corporation. In addition, Resurgent Capital is a furnisher of information as contemplated by FCRA sections 1681s-2(b), that regularly and in the ordinary course of business furnish information to one or more consumer reporting agencies about consumer transactions or



1 experiences with any consumer. Resurgent Capital's registered agent for service is Corporation
2 Service Company, 300 Deschutes Way SW, Suite 208 MC-CSC1, Tumwater, WA 98501.

3 3.3 Credit Control, LLC: Credit Control is a Foreign Limited Liability Company, a debt
4 collector, and a collection agency operating in Washington under UBI No. 602-621-572. On
5 information and belief, Credit Control regularly solicits claims for collection, individually and
6 through third party debt collectors. Credit Control regularly attempts to collect debts alleged to
7 be due to another person, firm, partnership, trust, joint venture, association, or corporation. In
8 addition, Credit Control is a furnisher of information as contemplated by FCRA sections 1681s-
9 2(b), that regularly and in the ordinary course of business furnish information to one or more
10 consumer reporting agencies about consumer transactions or experiences with any consumer.
11 Credit Control's registered agent for service is Corporation Service Company, 711 Capital Way
12 S, Suite 204, Olympia, WA, 98501-1267.
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14 3.4 All three above-described defendants have been previously sued for their unlawful
15 debt collection practices. For example, one lawsuit filed against LVNV and Resurgent Capital
16 five years ago noted at the time that consumers have filed over **2,440** lawsuits against LVNV and
17 over **900** lawsuits against Resurgent Capital in federal courts alone and that the Consumer
18 Financial Protection Bureau database lists over **650** consumer complaints related to "LVNV"
19 entities.¹ Credit Control has been sued at least **558** in federal courts alone times as of this filing's
20 date. Together, the three defendants have been sued in federal courts more than **4,000 times**.
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22 3.5 Synchrony Bank is an online bank formed in Utah and has a principal place of
23 business located at 170 Election Road, Suite 125, Draper, Utah 84020. On information and belief,
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25 ¹ *Corona v. LVN Funding, LLC, et al.* | Case 2:20-cv-01691-MLP.

at all times material hereto, under common law agency principles and otherwise, Synchrony Bank retained the right to and exercised requisite control over LVNV, Resurgent Capital, and/or Credit Control's conduct or activities, including by way of agreement, and/or received financial benefit from so retaining and controlling as well as from using their debt collection services instead of other means to take advantage of processes in place governing and allowing debt collectors to engage in debt collection actions so as to repeatedly intimidate and coerce the Moores into paying a debt Defendants knew they did not owe.² Synchrony Bank is not only vicariously liable for LVNV, Resurgent Capital, and Credit Control's violations, but also for its own subject violations.

3.6 Plaintiffs are informed and believe, and thereon allege, that each of the above defendants is, and at all times relevant herein was, the agent, employee or alter ego of each of the remaining defendants, and in committing the acts alleged, was acting within the scope of the authority as such agents, employees, or alter egos, and with the permission and consent of the remaining defendants and is thus vicariously liable for other defendant's actions or omissions.

3.7 Trans Union, LLC ("Trans Union"): Trans Union is a corporation located in the State of Pennsylvania and a "consumer reporting agency" under 15 U.S.C. § 1681a(f).

3.8 At all times material hereto, Defendants regularly conducted business through its agents, attorney(s), employees, and/or representatives throughout the State of Washington,

² Principals can be liable for the actions of their agents who perform the services requested, and numerous avenues exist to impose such vicarious liability. *Chicago Title Ins. Co. v. Washington State Office of Ins. Com'r*, 178 Wn.2d 120, 144 (2013) (neither "right-to-control test" nor *respondeat superior* analysis was necessary to find vicarious liability). Likewise, Congress is presumed to legislate against a background which includes traditional vicarious liability principles. *Meyer v. Holley*, 537 U.S. 280, 285 (2003). Additionally, the Ninth Circuit has found principals liable for the actions of their debt-collector agents. *Fox v. Citicorp CreditSrvs., Inc.*, 15 F.3d 1507, 1516 (9th Cir. 1994); *Clark v. Capital Credit & Collection Srvs., Inc.*, 460 F.3d 1162, 1173 (9th Cir. 2006) ("we have recognized vicarious liability under the FDCPA..."); see also *Huy Thanh Vo v. Nelson & Kennard*, 931 F. Supp. 2d 1080, 1090 (E.D. Cal. 2013).



1 including in King County, and in other state(s) throughout the country. Other defendants may
2 be discovered during litigation, and Plaintiffs reserve the right to so amend this pleading.

3 3.9 Unless otherwise indicated, the use of a Defendant's name in this Complaint
4 includes all agents, employees, officers, members, directors, heirs, successors, assigns,
5 principals, trustees, sureties, subrogees, representatives, and insurers of Defendant's named.

6 IV. JURISDICTION AND VENUE

7 4.1 Jurisdiction is conferred over all causes of action by RCW 2.08.010.

8 4.2 Venue is proper in King County. Defendants conduct affairs and transact
9 business in King County. On information and belief, a significant portion of the unlawful acts
10 giving rise to this action occurred in King County.

11 V. FACTS

12 5.1 On or about 2020, the Moores were working tirelessly to regain control of their
13 financial situation. Like many Americans facing financial hardship, they sought professional
14 help and engaged National Debt Relief to negotiate and resolve several outstanding debts. The
15 process required immense effort and sacrifice on her part to work toward a fresh start. Among
16 these debts were two accounts with Synchrony Bank ending in 8370, with a total claimed
17 balance of about \$1,985.76 and ending in 0447 with a total claimed balance of \$2,851.78.

18 Account Ending in 8370

19 5.2 After negotiations, Synchrony Bank agreed to settle the account ending in 8370
20 in full through three monthly payments of \$229.36, to be paid by June 26, 2020, July 27, 2020,
21 and August 27, 2020. Attached hereto as **Exhibit 1** is a true and correct copy of Synchrony
22 Bank's letter confirming the settlement agreement.
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1 5.3 The Moores, through National Debt Relief, fully complied with this agreement.
2 They did everything required of them, making the payments as agreed and believing, with
3 great relief, that they had finally closed this chapter of financial hardship. Attached hereto as
4 **Exhibit 2** is a true and correct copy of proof of payments.

5 5.4 Nearly three years later, on or about April 30, 2023, the Moores were blindsided
6 by a shocking letter from Synchrony Bank stating that the account ending in 8730 had been
7 sold to Resurgent Acquisitions, LLC, which, on information and belief, was Defendant
8 Resurgent Capital. This was not just confusing—it was terrifying. The Moores had already
9 settled this account, yet now they were being told it was sold as if it were still outstanding.
10 Attached hereto as **Exhibit 3** is a true and correct copy of said letter.

11 5.5 Just days later, the Moores' distress deepened when they received a debt
12 collection letter from Resurgent Capital, dated May 2, 2023, claiming it was collecting a debt
13 that Ms. Moore allegedly owed to LVNV—referencing the very same Synchrony Bank
14 account that had been settled and paid years ago. The Moores were stunned. It felt like a
15 nightmare, a cruel and baseless demand that disregarded her years of effort to resolve her
16 finances. Attached hereto as **Exhibit 4** is a true and correct copy of Resurgent Capital's letter.
17 The Moores immediately disputed this unlawful, invalid, and harassing demand.

18 5.6 The harassment did not stop, however. On May 3, 2023, the Moores received
19 yet another letter from Resurgent Capital, shockingly asserting that the account ending in 8730
20 "has a new home" with them and that they were servicing it for LVNV. It was as if they were
21 being hunted down for a debt that no longer existed. Once again, the Moores disputed this
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1 false claim and provided proof that the debt had been fully resolved. Attached hereto as
2 **Exhibit 5** is a true and correct copy of Resurgent Capital's letter.

3 5.7 Instead of correcting their error, LVNV, through Resurgent Capital, continued
4 its relentless pursuit of Ms. Moore. She received yet another letter stating that they had
5 "initiated a review" of her dispute, yet no resolution came. Attached hereto as **Exhibit 6** is a
6 true and correct copy of Resurgent Capital's letter.

7 5.8 By May 22, 2023, Resurgent Capital sent an Account Summary Report claiming
8 that Ms. Moore still owed \$1,380.54. Again, this was utterly false. Attached hereto as **Exhibit**
9 **7** is a true and correct copy of said report.

10 5.9 The psychological toll of this ordeal was immense. The Moores had provided
11 all necessary documentation, proving over and over again that they did not owe this debt. Yet
12 on June 6, 2023, Resurgent Capital sent yet another letter, claiming it was "unable to validate"
13 their claim and demanding an offer letter, canceled checks, and confirmation of payment in
14 full—documents she had already provided multiple times. This was not a good faith error; it
15 was harassment. Attached hereto as **Exhibit 8** is a true and correct copy of said letter.

16 5.10 Ms. Moore's account history with National Debt Relief, dated June 15, 2023,
17 further confirmed what should have already been obvious—this debt was settled and paid in
18 full, and Ms. Moore had successfully graduated from the debt relief program in April 2022.
19 Attached hereto as **Exhibit 9** is a true and correct copy of said account history.

20 5.11 Yet, the letters kept coming. On June 16, 2023, LVNV, through Resurgent
21 Capital, sent another correspondence stating that it had "forwarded her concerns to the
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1 appropriate department,” a meaningless and empty response designed to stall and frustrate
2 Ms. Moore. Attached hereto as **Exhibit 10** is a true and correct copy of said letter.

3 5.12 The harassment escalated. On June 24, 2023, the Moores received yet another
4 letter stating they had “reviewed” her claim but still refused to acknowledge the truth. Again,
5 they asked for documents she had already provided multiple times. Attached hereto as **Exhibit**
6 **11** is a true and correct copy of said letter. The Moores were forced, once again, to provide
7 the requested documents, despite feeling she was trapped in an endless, bad-faith loop.

8 5.13 The cycle of stress and anxiety continued as the Moores received additional
9 letters, each promising a “review” of her inquiry, yet each returning with the same baseless
10 demand. Attached hereto as **Exhibit 12** is a true and correct copy of Resurgent Capital’s letter.

11 5.14 On August 16, 2023, the Moores were again, told Ms. Moore’s claim had been
12 reviewed and dismissed, forcing them to yet again provide the same information. The toll on
13 their mental health was immense—they felt powerless, harassed, and utterly defeated.
14 Attached hereto as **Exhibit 13** is a true and correct copy of said letter.

15 5.15 Then, the unthinkable happened. On February 8, 2024, the Moores received a
16 threatening letter from Mandarich Law Group, LLP, demanding payment for the very same
17 false debt that had already been settled and closed. Attached hereto as **Exhibit 14** is a true and
18 correct copy of the letter. The letter made it clear that legal action was imminent, sending the
19 Moores into a spiral of fear and distress. After nearly a year of relentless harassment, duplicate
20 demands, and fruitless disputes, this escalation was utterly devastating. They had done
21 everything right—provided proof, responded to every demand, and fought tirelessly to correct
22 an obvious injustice—yet she was now being pushed to the brink by the terrifying prospect of
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1 a lawsuit. Her stomach dropped. Her hands shook. The anxiety she had struggled to contain
2 now overwhelmed her. Despite her growing exhaustion, the Moores, once again, gathered and
3 resubmitted the very same evidence they had already provided multiple times, hoping—
4 against all odds—that this time, someone would finally listen.

5 5.16 But the worst was yet to come. On April 22, 2024, in a stunning display of
6 reckless disregard for the truth, LVNV escalated its harassment to the most egregious level—
7 filing an actual lawsuit against Ms. Moore in Island County District Court (Case No. CV24-
8 344), demanding payment for a debt that had long since been resolved.

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10 5.17 LVNV's lawsuit was built on a blatant falsehood. It claimed, without
11 justification, that Ms. Moore owed money, even though it had received irrefutable proof that
12 the debt had been paid. This was not a mistake—it was an intentional, reckless, and predatory
13 action designed to pressure Ms. Moore into paying a debt she did not owe. Attached hereto as
14 **Exhibit 15** is a true and correct copy of the lawsuit ("Collection Lawsuit").

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16 5.18 The sheer audacity and malice of this action were staggering. LVNV knew—
17 beyond any doubt—that this debt was not owed. Ms. Moore had disputed it repeatedly. They
18 had provided indisputable proof that it had been settled. Yet, instead of correcting its mistake,
19 LVNV weaponized the legal system to intimidate and extort an innocent consumer.

20 5.19 The Moores were utterly shocked, horrified, and overwhelmed. The thought of
21 being dragged into court over a nonexistent debt filled them with anxiety. They had already
22 spent months reliving this nightmare, enduring harassment, and jumping through endless
23 bureaucratic hoops to prove what should have been obvious. And now, despite all her efforts,
24 she was being sued—forced to defend herself against an outright false claim.
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1 5.20 This was not just error. This was predatory, willful misconduct. LVNV
2 disregarded its own records, ignored the Moores' numerous disputes, and brazenly pursued
3 litigation based on a lie—a direct violation of state and federal laws.

4 **Account Ending in 0447**

5 5.21 The Moores found themselves trapped in yet another nightmare, nearly identical
6 to the one they endured with regard to account at issue in the proceeding section. This time, it
7 involved their Synchrony Bank account ending in 0447, which Synchrony Bank also had
8 agreed to settle in full through three monthly payments of \$329.38, to be paid by June 26,
9 2020, July 27, 2020, and August 27, 2020. Attached hereto as **Exhibit 16** is a true and correct
10 copy of Synchrony Bank's letter confirming the settlement agreement.

11 5.22 The Moores followed the agreement to the letter, believing that they had, once
12 again, done everything necessary to move forward with their lives, free from financial
13 uncertainty and distress. They sacrificed, budgeted, and made the payments as agreed through
14 National Debt Relief. When the final payment was made, they felt a sense of relief and closure,
15 believing they had finally freed themselves from this burden. Attached hereto as **Exhibit 17**
16 is a true and correct copy of proof of payments.

17 5.23 That relief was shattered when, on or about April 30, 2023, the Moores received
18 an unexpected letter from Synchrony Bank, claiming that the account ending in 0447 had been
19 sold to Resurgent Capital. The shock was overwhelming: How could an account that had been
20 settled years ago be sold as if it were still outstanding? Attached hereto as **Exhibit 18** is a true
21 and correct copy of said letter.
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1 5.24 Then, the harassment began—a relentless, coordinated attack on the Moores'
2 peace of mind. On May 4, 2024, the Moores received not one, but two collection letters from
3 Resurgent Capital, brazenly demanding payment for a debt that did not exist. It felt like an
4 ambush. The Moores had done everything right, yet they were being treated like delinquents,
5 forced to defend themselves against an outrageous and false demand. Attached hereto as
6 **Exhibits 19 and 20** are true and correct copies of said letters.

7 5.25 In a desperate attempt to end this nightmare, the Moores immediately disputed
8 the invalid debt and provided clear and indisputable proof that it had been paid in full. Their
9 proof was, again, repeatedly ignored. Instead of correcting the mistake, on May 16, 2023,
10 Resurgent Capital responded with a meaningless form letter stating that it had "initiated a
11 review of the inquiry." The Moores had seen this playbook before—stalling, false
12 reassurances, and no real resolution. The stress of dealing with this baseless and predatory
13 collection activity was taking a serious emotional toll. Attached hereto as **Exhibit 21** is a true
14 and correct copy of said letter.

15 5.26 Then, on May 22, 2023, the Moores received a letter that falsely claimed to
16 provide "verification" of the debt. This was not just a misrepresentation—it was outright
17 scam. Attached hereto as **Exhibit 22** is a true and correct copy of said letter.

18 5.27 The harassment continued when, on or about June 6, 2023, Resurgent Capital
19 sent yet another letter, claiming that after reviewing the financial transaction history, it was
20 "unable to validate" the Moores' claim. The Moores had already submitted everything
21 necessary to prove that the account had been settled. But, Resurgent Capital refused to
22 acknowledge the truth. Attached hereto as **Exhibit 23** is a true and correct copy of said letter.
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1 5.28 Exhausted but determined, the Moores once again submitted their settlement
2 documents and proof of payment, hoping that this time, the nightmare would end.

3 5.29 But instead of relief, they were met with even greater distress. On July 31, 2023,
4 the Moores received yet another collection letter—this time from Unifin, Inc., a different
5 collection agency attempting to collect on the very same false debt. This was beyond
6 outrageous: How could an entirely new company suddenly demand payment on a debt that
7 had already been paid? The Moores were thrown into utter confusion and despair. It felt like
8 they were being hunted. Attached hereto as **Exhibit 24** is a true and correct copy of said letter.

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10 5.30 The harassment intensified. LVNV escalated its tactics, using multiple
11 collection agencies at once—this time enlisting Credit Control, which began a full-scale
12 campaign of relentless harassment. The Moores were bombarded with calls, letters, texts, and
13 emails, all falsely claiming they owed \$1,956.95. Attached hereto as **Exhibits 25-28** are
14 copies of Credit Control's emails sent on September 12, October 10, October 23, and
15 November 5, 2024—each falsely demanding payment for a debt that had already been settled.

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17 5.31 The psychological toll was devastating. The Moores lived in fear of every phone
18 call, every email, every letter. No matter how many times they provided proof, the demands
19 never stopped. It was a cruel and calculated attempt to break them down. Just when they
20 thought it could not get worse, the harassment came full circle—Resurgent Capital resurfaced,
21 reviving its baseless collection efforts. On November 11, 2024, Resurgent Capital sent yet
22 another letter, claiming it had initiated a new “review” of the account. This was gaslighting at
23 its worst. This was not a new dispute—it was the same false claim that had been disputed over
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1 and over again. The Moores were left feeling helpless and emotionally exhausted from the
2 never-ending cycle of harassment. Attached hereto as **Exhibit 29** is a copy of said letter.

3 5.32 With no other choice, the Moores, again, provided the requested information,
4 even though they had already done so multiple times. Then, on November 13, 2024, Resurgent
5 Capital struck again. The Moores received yet another letter claiming, yet again, that
6 Resurgent Capital was "unable to validate" their claim and demanding the same documents
7 they had already submitted countless times. This was not a mistake—this was malicious and
8 intentional. It was designed to exhaust them, to make them give up, to force them into
9 submission. Attached hereto as **Exhibit 30** is a copy of said letter.
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11 5.33 The Moores endured an unrelenting and abusive debt collection nightmare over
12 two separate Synchrony Bank accounts—one ending in 8370 and another ending in 0447—
13 both of which had been settled and paid in full in 2020. Despite their full compliance, years
14 later, the Moores were shocked and distressed to receive false collection demands from,
15 multiple other debt collectors falsely claiming that these accounts remained unpaid. Despite
16 repeatedly providing indisputable proof of their settlements, the Moores were subjected to a
17 relentless barrage of collection letters, phone calls, emails, and even a wrongful lawsuit, all
18 while being forced to dispute the same invalid debts over and over again. Each step of this
19 process inflicted severe emotional distress, fear, and anxiety. The Moores were left feeling
20 trapped, powerless, and under siege by an industry that had no regard for truth. This predatory
21 and willful misconduct was not just harassment—it was an outright abuse of the debt
22 collection system, weaponized against innocent consumers who had done everything right.
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Credit Issues

5.34 Making matters worse, LVNV and Resurgent Capital have wrongfully been reporting both accounts—ending in 0447 and 8370—as delinquent on the Moores’ respective credit reports for years, despite knowing that both debts had been fully resolved and paid in 2020. This false and damaging reporting has caused severe and ongoing harm to the Moores’ credit histories, significantly impairing their ability to move forward financially. Taking control of their finances in or about 2020, the Moores had worked tirelessly to settle their accounts—through National Debt Relief and other efforts—in order to start fresh, rebuild their credit, and create a stable and promising financial future for their family. Yet, LVNV and Resurgent Capital have cruelly and unlawfully derailed those efforts, continuing to report invalid debts as outstanding, despite repeated disputes and proof to the contrary. This conduct has not only resulted in financial obstacles and denials of credit opportunities, but has also inflicted substantial emotional distress, anxiety, and humiliation on the Moores, who have been forced to relive their financial past despite doing everything right to move on.

5.35 For example, in or around May 2022, the Moores applied for a loan to purchase an excavator but were denied unless they made a 50% down payment. At the time, they were unaware that this unusually high requirement was, on information and belief, the result of derogatory marks on their credit report caused by the unlawful debts at issue in this case. A true and correct copy of their loan application is attached hereto as **Exhibit 31**.

5.36 In or about June to July 2024, the Moores submitted a dispute to Trans Union outlining the discrepancy on the credit report, providing evidence that the account had been fully settled and paid years earlier. However, on or about July 19, 2024, they received a



disheartening response: their dispute had been denied, and the account was “verified as accurate”—despite the overwhelming documentation they had submitted.³

Dispute item

Account: LVNV FUNDING LLC

Result

Denied

TransUnion investigated your dispute but the information was verified as accurate. Other information was also updated.

5.37 This denial was deeply frustrating and emotionally devastating. It made clear that LVNV and Resurgent Capital not only continued to wrongfully report the account as delinquent but also falsely verified that information when contacted by a credit bureau, compounding the Moores’ damages. The experience left them feeling powerless, unheard, and trapped in an inescapable cycle of false reporting and wrongful collection activity, with no meaningful recourse despite doing everything right.

5.38 As of March 13, 2025, Trans Union, Equifax, and Experian all contain the mistaken relevant tradeline as reported by LVNV and Resurgent Capital.

5.39 In or about early 2025, Mr. Moore applied for and obtained credit cards from Capital One and American Express. However, both cards came with significantly higher interest rates than he would have otherwise qualified for—a direct consequence of the false and damaging credit reporting by LVNV and Resurgent Capital. Similarly, Ms. Moore was also approved for a Capital One credit card in 2025, but at an unjustifiably elevated interest

³ A true and correct copy of the response is attached hereto as **Exhibit 32**.



1 rate due to the same false reporting of accounts that had long since been settled. In addition,
2 Ms. Moore had previously obtained an American Express card in 2024, which also carried a
3 higher interest rate than she should have been eligible for. These inflated interest rates have
4 materially and unfairly increased the cost of credit for the Moores, causing financial harm and
5 illustrating the real-world consequences of Defendants' willful and malicious misconduct.

6 Recent / Current Events

7 5.40 On or about January 24, 2025, in a shocking and egregious escalation of their
8 conduct, LVNV proceeded to garnish Ms. Moore's wages, in connection with the nonexistent
9 debt related to their fully settled Synchrony Bank account ending in 8370. This action was not
10 only legally indefensible, but also deeply humiliating and emotionally devastating for the
11 Moores. Upon receiving notice of the garnishment, Ms. Moore was overwhelmed with
12 frustration, confusion, and distress. Despite the repeated disputes, clear proof of payment, and
13 even a wrongful lawsuit initiated against her, LVNV proceeded with garnishment—a clear
14 abuse of the legal system and a direct attack on the Moores' financial stability and dignity.
15 This unlawful act not only deprived Ms. Moore of her hard-earned wages, but also deepened
16 the emotional suffering, compounded their financial hardship, and placed them in an unjust
17 position where they were now forced to fight yet another battle simply to reclaim what is
18 rightfully theirs. Defendants' unconscionable conduct has caused significant harm. Attached
19 hereto as **Exhibit 32** is a copy of said garnishment paperwork.

22 5.41 Then, in or about March 2025, LVNV acted on its unlawful order and seized
23 \$358.98 directly from Ms. Moore's wages—money she had rightfully earned and needed.
24 This was not only legally baseless, but it was also morally reprehensible, given that LVNV
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1 had been provided with repeated proof that the alleged debt had been settled years prior. This
2 garnishment was the direct result of LVNV's willful disregard for the truth and continued
3 abuse of process, leaving the Moores financially wounded and emotionally distraught. The
4 unjust taking of her wages caused her to feel violated, helpless, and deeply humiliated,
5 reinforcing her sense that she was being punished for doing everything right. Attached hereto
6 as **Exhibit 33** is a true and correct copy of Ms. Moore's paystub confirming this garnishment.

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8 5.42 Upon information and belief, LVNV has no meaningful policies or procedures
9 in place to ensure that the debts it purchases and collects are valid.

10 5.43 Instead, it engages in a pattern of reckless, aggressive, and unlawful collection
11 tactics, prioritizing profit over truth, fairness, and basic human decency.

12 5.44 As a direct consequence of Defendants' actions and/or omissions as alleged
13 herein, the Moores have suffered and continues to suffer actual damages, including (without
14 limitation): (a) lost time, including due to having to deal with the wrongful collections; (b)
15 embarrassment and humiliation, including with regard to being wrongfully accused of owing
16 a debt; (c) aggravation and frustration; (d) fear; (e) anxiety; (f) financial uncertainty; (g)
17 unease; (h) emotional distress, including from wrongful, improper, and confusing nature of
18 the collection acts; and (i) expenses, including in paying \$12.60 for postage to provide all the
19 case related documents to counsel and otherwise in seeking and retaining counsel, including
20 to ascertain their rights and responsibilities with regard to the subject debt collection activities.
21

22 VI. VIOLATION OF THE FAIR CREDIT REPORTING ACT

23 6.1 Plaintiffs re-allege the foregoing allegations and incorporate these allegations
24 by reference as if fully set forth herein.
25

1 6.2 LVNV / Resurgent Capital failed to conduct a reasonable investigation with
2 respect to the disputed information as required by 15 U.S.C. § 1681s-2(b)(1)(A) by failing to
3 remove all of the disputed and incorrect information.

4 6.3 LVNV / Resurgent Capital failed to review all relevant information provided
5 by Plaintiffs in the dispute, as required by and in violation of 15 U.S.C. § 1681s-2(b)(1)(B).

6 6.4 Due to LVNV / Resurgent Capital's failure to reasonably investigate, LVNV /
7 Resurgent Capital further failed to correct and update Plaintiffs' information as required by
8 15 U.S.C. § 1681s-2(b)(1)(E), causing continued reporting of inaccurate information in
9 violation of 15 U.S.C. § 1681-s(2)(b)(1)(C).

10 6.5 By inaccurately reporting account information after notice and confirmation of
11 its errors, LVNV / Resurgent Capital failed to take appropriate measures as required by 15
12 U.S.C. § 1681s-2(b)(1)(D); and (E).

13 6.6 The Credit Bureau, here Trans Union, are required to conduct their own
14 reasonable reinvestigation into this specific account on Plaintiffs' consumer report pursuant
15 to 15 U.S.C. §1681i.

16 6.7 Trans Union did not provide notice to Plaintiffs that Plaintiffs' dispute was
17 "frivolous or irrelevant," pursuant to 15 U.S.C. § 1681i(a)(3).

18 6.8 Defendants' investigations were unreasonable. Plaintiffs contend that it was
19 unreasonable for Defendants to not contact Plaintiffs for further information if needed to
20 determine the status of the alleged debt.

21 6.9 Plaintiffs' continued efforts to correct Defendants' erroneous and negative
22 reporting by communicating Plaintiffs' dispute were fruitless.



1 6.10 Defendants' continued inaccurate and negative reporting of the inaccurate
2 information to the credit report given Defendants' knowledge of the actual error was willful.

3 6.11 Defendants' continued inaccurate and negative reporting of the inaccurate
4 information to the credit report given Defendants' knowledge of the actual error was reckless.

5 6.12 Defendants' failure to correct the inaccuracies on Plaintiffs' credit report was
6 intentional and in reckless disregard of the duty to refrain from reporting inaccuracies.

7 6.13 Accordingly, Defendants willfully and negligently failed to comply with
8 Defendants' respective duties to reasonably investigate Plaintiffs' dispute.

9 6.14 Defendants' inaccurate and negative reporting has damaged Plaintiffs'
10 creditworthiness and caused Plaintiffs emotional distress.

11 6.15 Plaintiffs have spent numerous hours disputing this inaccurate information with
12 Defendants in an attempt to provide any and all information needed for the investigations and
13 otherwise dealing with this inaccurate information.

14 6.16 While Plaintiffs were thorough in their disputes at all times, each Defendant
15 merely responded with form letters that failed to take into account any of the specifics
16 identified in Plaintiffs' disputes.

17 6.17 Plaintiffs' anxiety; frustration; stress; lack of sleep; nervousness; anger; and,
18 embarrassment continues to this day because this delinquency mischaracterizes Plaintiffs as
19 someone that avoids their financial obligations and significantly harms Plaintiffs' credit score.

20 6.18 Despite Plaintiffs' repeated attempts, Defendants continue to report invalids
21 debts to Plaintiffs' credit report.
22
23
24
25

1 6.19 As a direct and proximate result of Defendants' willful action and inaction,
2 Plaintiffs have suffered actual damages, including, but not limited to, reviewing credit reports,
3 preparing and sending the disputes, attorneys' fees, loss of credit, loss of ability to purchase
4 and benefit from credit, increased costs for credit, mental and emotional pain and anguish,
5 and humiliation and embarrassment of high interest rates.

6 6.20 Plaintiffs have further spent countless hours and suffered pecuniary loss in
7 attempting to correct Defendants' inaccurate and derogatory information, without success.

8 6.21 Plaintiffs, as a direct result of Defendants' actions, have suffered because this
9 incorrect reporting has significantly reduced Plaintiffs' credit score, resulting in increased
10 interest rates, and impossibility or difficulty, in pursuing business ventures.

11 6.22 To report an ongoing obligation despite the invalid nature of this account shows
12 that Defendants took action involving an unjustifiably high risk of harm that was either known
13 or so obvious that it should be known.

14 6.23 Since Plaintiffs' efforts to be absolved of the invalid debt were unsuccessful,
15 Plaintiffs were required to bring this action to finally resolve Plaintiffs' predicament.

16 6.24 The foregoing acts and omissions constitute multiple violations of the FCRA.

17 6.25 As a result of each and every negligent violation of the FCRA, Plaintiffs are
18 entitled to actual damages, pursuant to 15 U.S.C. § 1681o(a)(1); and reasonable attorney's
19 fees and costs pursuant to 15 U.S.C. § 1681o(a)(2), from each Defendant.

20 6.26 As a result of each and every willful violation of the FCRA, Plaintiffs are
21 entitled to actual damages or damages of not less than \$100 and not more than \$1,000 and
22 such amount as the court may allow, pursuant to 15 U.S.C. § 1681n(a)(1)(A); punitive
23 damages of not less than \$100 and not more than \$1,000 and such amount as the court may allow,
24 pursuant to 15 U.S.C. § 1681n(a)(2); and reasonable attorney's fees and costs pursuant to 15 U.S.C.
25 § 1681o(a)(2), from each Defendant.

1 damages as the court may allow, pursuant to 15 U.S.C. § 1681n(a)(2); and reasonable
 2 attorney's fees and costs pursuant to 15 U.S.C. § 1681n(a)(3) from each Defendant.

3 **VII. THE FAIR DEBT COLLECTION PRACTICES ACT**

4 7.1 The FDCPA is a strict liability statute.⁴

5 7.2 The FDCPA is designed to protect consumers who have been victimized by
 6 unscrupulous debt collectors, regardless of whether a valid debt actually exists.⁵

7 7.3 Further, courts apply the FDCPA using a "least sophisticated consumer"
 8 standard, which ensures that the "FDCPA protects all customers, the gullible as well as the
 9 shrewd ... the ignorant, the unthinking, and the credulous."⁶ The "least sophisticated
 10 consumer" standard presents a lower bar for a plaintiff to overcome than does the familiar
 11 "reasonable person" standard.⁷

12 7.4 A plaintiff may recover emotional distress damages under the FDCPA without
 13 expert or medical testimony.⁸

14 **Violation of 15 U.S.C. § 1692e**

15 7.5 Plaintiffs re-allege the foregoing allegations and incorporate these allegations
 16 by reference as if fully set forth herein.
 17
 18
 19
 20
 21

22 ⁴ *Reichert v. Nat'l Credit Sys., Inc.*, 531 F.3d 1002, 1004 (9th Cir. 2008).

23 ⁵ *Baker v. G. C. Servs. Corp.*, 677 F.2d 775, 777 (9th Cir. 1982).

24 ⁶ *Clark v. Capital Credit & Collection Servs., Inc.*, 460 F.3d 1162, 1171 (9th Cir. 2006).

25 ⁷ *Terran v. Kaplan*, 109 F.3d 1428, 1431–32 (9th Cir. 1997).

⁸ See, e.g., *Zhang v. American Gem Seafoods*, 339 F.3d 1020, 1040 (9th Cir. 2003) (upholding emotional distress damages based only on testimony); *In re Dawson*, 390 F.3d 1139, 1149 (9th Cir. 2004) (noting that lay witnesses may testify to emotional distress damages); and *Johnson v. Hale*, 13 F.3d 1351, 1352 (9th Cir. 1994) (emotional damages may be awarded based only on testimony or appropriate inference from circumstances).



7.6 Under 15 U.S.C. § 1692e, a debt collector may not use any false, deceptive, or misleading representation or means in connection with the collection of any debt. This includes:

- i. false representation of the character, amount, or legal status of any debt (1692e(2));
- ii. The threat to take any action that cannot legally be taken or that is not intended to be taken (1692e(5)); and
- iii. The use of any false representation or deceptive means to collect or attempt to collect any debt or to obtain information concerning a consumer (1692e(10)).

7.7 Defendants' actions, including through their collection agencies, attorneys or otherwise, constitute false, deceptive, or misleading representations or means in connection with the collection of an alleged debt, including the following separate and distinct violations:

Account Ending in 8370

1. **May 2, 2023 – Letter from Resurgent Capital & LVNV:** Falsely claimed the Moores owed a debt related to the 8370 account.
2. **May 3, 2023 – Letter from Resurgent Capital & LVNV:** Falsely claimed the Moores owed a debt related to the 8370.
3. **May 16, 2023 – Letter from Resurgent Capital & LVNV:** Falsely claimed the Moores owed a debt related to the 8370.
4. **May 22, 2023 – Account Summary Report from Resurgent Capital & LVNV:** Falsely claimed an outstanding balance of \$1,380.54 related to the 8370 account.
5. **June 6, 2023 – Letter from Resurgent Capital & LVNV:** Falsely claimed the Moores owed a debt related to the 8370 and, on information and belief, misrepresented the



1 claimed efforts to validate the Moores' dispute/claim. On information and belief,
2 Resurgent Capital & LVNV never conducted any proper investigation of the claim.

3 6. **June 16, 2023 – Letter from Resurgent Capital & LVNV:** Falsely claimed the
4 Moores owed a debt related to the 8370 and, on information and belief, misrepresented
5 the claimed efforts to validate the Moores' dispute/claim. On information and belief,
6 Resurgent Capital & LVNV never conducted any proper investigation of the claim.

7 7. **June 24, 2023 – Letter from Resurgent Capital & LVNV:** Falsely claimed the
8 Moores owed a debt related to the 8370 and, on information and belief, misrepresented
9 the claimed efforts to validate the Moores' dispute/claim. On information and belief,
10 Resurgent Capital & LVNV never conducted any proper investigation of the claim.

11 8. **July 24, 2023 – Letter from Resurgent Capital & LVNV:** Falsely claimed the
12 Moores owed a debt related to the 8370 and, on information and belief, misrepresented
13 the claimed efforts to validate the Moores' dispute/claim. On information and belief,
14 Resurgent Capital & LVNV never conducted any proper investigation of the claim.

15 9. **August 16, 2023 – Letter from Resurgent Capital & LVNV:** Falsely claimed the
16 Moores owed a debt related to the 8370 and, on information and belief, misrepresented
17 the claimed efforts to validate the Moores' dispute/claim. On information and belief,
18 Resurgent Capital & LVNV never conducted any proper investigation of the claim.

19 10. **February 8, 2024 – Letter from Mandarich Law Group, LLP & LVNV:** Falsely
20 claimed the Moores owed a debt related to the 8370.

21 11. **April 22, 2024 – Lawsuit Filed by LVNV:** Sued Ms. Moore in Island County District
22 Court for the 8370 account notwithstanding information that the debt was invalid.
23
24
25

1 12. **June 28, 2024 – Default Judgment:** Obtained a default judgment against Ms. Moore
2 in Island County District Court for the 8370 account notwithstanding information that
3 the debt was invalid.

4 13. **January 24, 2025 – Garnishment:** Garnishment proceedings against Ms. Moore in
5 Island County District Court for the 8370 account notwithstanding information that the
6 debt was invalid.

7 14. **March 2025 – Garnishment:** Seizing funds from Ms. Moore's payment
8 notwithstanding information that the debt was invalid.
9

10 **Account Ending in 0447**

11 15. **May 4, 2023 – Letter from Resurgent Capital & LVNV:** Falsely claimed the Moores
12 owed a debt related to the 0447 account.

13 16. **May 4, 2023 – Another Letter from Resurgent Capital & LVNV:** Falsely claimed
14 the Moores owed a debt related to the 0447 account.

15 17. **May 16, 2023 – Letter from Resurgent Capital & LVNV:** Falsely claimed the
16 Moores owed a debt related to the 0447 and, on information and belief, misrepresented
17 the status of the inquiry and investigation. On information and belief, Resurgent Capital
18 & LVNV never conducted any proper investigation of the claim.
19

20 18. **May 22, 2023 – Letter from Resurgent Capital & LVNV:** Falsely claimed the
21 Moores owed a debt related to the 0447.
22

23 19. **June 6, 2023 – Letter from Resurgent Capital & LVNV:** Falsely claimed the Moores
24 owed a debt related to the 0447 and, on information and belief, misrepresented the status
25

of the inquiry and investigation. On information and belief, Resurgent Capital & LVNV never conducted any proper investigation of the claim.

20. **July 31, 2023 – Letter from Unifin, Inc. & LVNV:** LVNV Engaged yet another collection agency to collect on the same already-settled and non-existent debt and through Unifin, Inc. falsely claimed the Moores owed a debt related to the 0447.

21. **September 12, 2024 – Email from Credit Control & LVNV:** LVNV Engaged yet another collection agency to collect on the same already-settled and non-existent debt and falsely claimed the Moores owed \$1,956.95 related to the 0447.

22. **October 10, 2024 – Email from Credit Control & LVNV:** Falsely claimed the Moores owed a debt related to the 0447 in the amount of \$1,956.95.

23. **October 23, 2024 – Email from Credit Control & LVNV:** Falsely claimed the Moores owed a debt related to the 0447 in the amount of \$1,956.95.

24. **November 5, 2024 – Email from Credit Control & LVNV:** Falsely claimed the Moores owed a debt related to the 0447 in the amount of \$1,956.95.

25. **November 11, 2024 – Letter from Resurgent Capital & LVNV:** Falsely claimed the Moores owed a debt related to the 0447 in the amount of \$1,956.95.

26. **November 13, 2024 – Letter from Resurgent Capital & LVNV:** Falsely claimed the Moores owed a debt related to the 0447 and, on information and belief, misrepresented the status of the inquiry and investigation. On information and belief, Resurgent Capital & LVNV never conducted any proper investigation of the claim.

7.8 Defendants repeatedly and egregiously violated 15 U.S.C. § 1692e and its subsections on multiple occasions through their false, deceptive, and misleading



1 representations as well as through improperly and wrongfully reporting both accounts to the
2 credit bureaus. LVNV is liable for each and every violation referenced herein, vicariously and
3 otherwise, as it directed, authorized, or failed to prevent these unlawful collection practices.
4 Resurgent Capital and Credit Control are separately liable for every violation they engaged
5 in, including their false misrepresentations, continued harassment, and bad-faith refusals to
6 acknowledge indisputable proof of the non-existent nature of the alleged debt and the repeated
7 failures to properly investigate the account, compounding the harm inflicted.

8
9 7.9 Taken together, Defendants' subject debt collection activities constitute
10 continuing violations through the year of 2025 given the same pattern of subject misconduct.

11 7.10 Plaintiffs are entitled to recovery statutory damages, actual damages, and
12 reasonable attorney fees and costs.

13 **Violations of 15 U.S.C. § 1692f**

14 7.11 Plaintiffs re-allege the foregoing allegations and incorporate these allegations
15 by reference as if fully set forth herein.

16
17 7.12 Under 15 U.S.C. § 1692f, a debt collector may not use unfair or unconscionable
18 means to collect or attempt to collect any debt.

19 7.13 The foregoing allegations constitute unfair and unconscionable means to collect
20 or attempt to collect a debt.

21 7.14 The Defendants' conduct—repeatedly demanding payment for debts that were
22 fully settled and paid, falsely misrepresenting account statuses and investigations, harassing
23 Plaintiffs with relentless collection attempts, and initiating a wrongful lawsuit—constitutes
24 grossly unfair and unconscionable debt collection practices in violation of § 1692f.
25



1 7.15 Defendants knowingly and intentionally used unfair and unconscionable means
2 to attempt to collect amounts that were not due or legally owed, disregarding clear evidence
3 of settlement and payment. Their conduct was not only unlawful, but also abusive and
4 predatory, placing Plaintiffs under severe emotional distress and financial pressure in direct
5 violation of 15 U.S.C. § 1692f and other provisions of the FDCPA.

6 7.16 Defendants, acting through their collection agencies, attorneys, and other
7 agents, systematically and egregiously violated 15 U.S.C. § 1692f and its subsections by
8 engaging in deceptive, oppressive, and bad-faith collection efforts.

9 7.17 Plaintiffs are entitled to recovery statutory damages, actual damages and
10 reasonable attorney fees and costs.

11 **VIII. WASHINGTON COLLECTION AGENCY ACT**

12 8.1 Plaintiffs re-allege the foregoing allegations and incorporate these allegations
13 by reference as if fully set forth herein.

14 8.2 Defendants violated the WCAA.

15 8.3 Each Defendant—LVNV, Resurgent Capital, and Credit Control—is
16 “collection agency” as defined by RCW § 19.16.100(4)(a).

17 8.4 Each Defendant—LVNV, Resurgent Capital, and Credit Control—is a
18 “licensee” or employees of a “licensee” as that term is defined by RCW § 19.16.100(9).

19 8.5 Defendants, through its collection agencies, attorneys or otherwise, wrongfully
20 sought to collect and/or collected a “claim” from Plaintiffs as defined by RCW § 19.16.100(2).

1 8.6 Defendants' wrongful conduct, through their collection agencies, attorneys or
2 otherwise, which LVNV and/or its governing persons participated in or with knowledge
3 approved of, in violation of the WCAA, includes, but is not limited to, the following:

4 **Violation of RCW 19.16.250(15)**

5 8.7 Plaintiffs re-allege the foregoing allegations and incorporate these allegations
6 by reference as if fully set forth herein.

7 8.8 RCW 19.16.250(15) prohibits any communication with the debtor representing
8 or implying that the existing obligation of the debtor may be or has been increased by the
9 addition of attorney fees, investigation fees, service fees, or any other fees or charges when in
10 addition of attorney fees, investigation fees, service fees, or any other fees or charges when in
11 fact such fees or charges may not legally be added to the existing obligation of such debtor.

12 8.9 Defendants violated RCW 19.16.250(15) as described above, including by
13 representing or implying that the exiting obligation may be or has been increased when, in
14 fact, such additional charges may not legally be added to the existing claimed obligation.

15 8.10 Accordingly, Defendants violated RCW 19.16.250(15).

16 **Violation of RCW 19.16.250(21)**

17 8.11 Plaintiffs re-allege the foregoing allegations and incorporate these allegations
18 by reference as if fully set forth herein.

19 8.12 RCW 19.16.250(21) "prohibits the collection, or attempted collection, of any
20 amounts not authorized by law."
21

22 8.13 As discussed above, each time Defendants tried to collect the claimed balance
23 from Plaintiffs, Defendants were seeking an amount not authorized by law. Therefore, those
24 attempts constitute violations of RCW 19.16.250(21).
25



IX. WASHINGTON CONSUMER PROTECTION ACT

9.1 Plaintiffs re-allege the foregoing allegations and incorporate these allegations by reference as if fully set forth herein.

9.2 Under the CPA, “unfair or deceptive acts or practices in the conduct of any trade or commerce” are unlawful. To prevail in a private claim under the Act, a plaintiff must establish five elements: (1) unfair or deceptive act or practice; (2) occurring in trade or commerce; (3) public interest impact; (4) injury to plaintiff in his or her business or property; and (5) causation.⁹

9.3 Even minimal or nominal damages constitute “injury” under the CPA.¹⁰ In fact, no monetary damages need be proven and that non-quantifiable injuries, such as loss of goodwill would suffice.¹¹

9.4 While hiring an attorney to litigate a CPA action is insufficient to establish injury, the expense of investigating the allegedly unlawful conduct and the plaintiffs’ rights in relation to that conduct, does constitute injury under the CPA.¹²

9.5 Defendants, through their collection agencies, attorneys or otherwise, violated the CPA. Defendant’s violations include, but are not limited to, the following:

A. A violation of the FDCPA is a *per se* violation of the CPA.¹³

⁹ *Hangman Ridge Training Stables, Inc v. Safeco Title Ins. Co.*, 105 Wn.2d 778, 780 (1986).

¹⁰ *Panag v. Farmers Ins. Co. of Washington*, 166 Wn.2d 27, 57 (2009).

¹¹ *Nordstrom, Inc. v. Tampourlos*, 107 Wn.2d 735, 740 (1987).

¹² *Panag v. Farmers Ins. Co. of Washington*, 166 Wn.2d 27, 62-63 (2009).

¹³ *Panag*, 166 Wn.2d at 53.



1 B. A violation of the WCAA is a *per se* violation of the CPA.¹⁴ Any violation of the
2 WCAA prohibited practices section, RCW 19.16.250, or licensing sections is an unfair
3 act or practice and/or unfair method of competition in the conduct of trade or commerce
4 affecting public interest.

5 C. Defendants' violations of the FCRA are also violations of the CPA.

6 D. Defendants' improprieties, violations, and misrepresentations, as alleged in this
7 Complaint, independently constitute unlawful, deceptive, and unfair business acts
8 within the meaning of the Washington Consumer Protection Act, RCW 19.86 *et seq.*
9

10 E. Defendants, including through their agents, employees, policies, and procedures have
11 engaged in deceptive acts and practices, unfair acts and practices, and unfair methods
12 of competition that have caused injury to Plaintiffs.

13 F. These violations caused Plaintiffs to suffer actual and statutory damages, and Plaintiffs
14 are meant to be protected by the WCAA from unlawful collection practices.

15 G. These violations caused Plaintiffs to suffer "injury" as that term is defined in the
16 relevant case law.

17 H. But for the violations of the FDCPA, the WCAA, the FCRA, and the CPA, Plaintiffs
18 would not have the established injuries, including in the form of hard costs, including
19 pertaining to the postage they had to pay for, and legal expenses as they pertain to the
20 investigation of the unlawful conduct and Plaintiffs' rights in relation to that conduct.
21

22 I. Synchrony Bank further violated the CPA also by sending the accounts to LVNV.
23
24

25 ¹⁴ *Panag*, 166 Wn.2d at 53 ("[c]onsumer debt collection is a highly regulated field. When a violation of debt collection regulations occurs, it constitutes a *per se* violation of the CPA..."); *see also* RCW 19.16.440.

J. As a direct result of Defendants' misconduct, Plaintiffs have been harmed and continues to be harmed.

9.6 Defendants' business practices as described here, are unfair and deceptive.

9.7 Defendants' systematic efforts to misrepresent debts, collect amounts not owed, and harass consumers despite clear evidence to the contrary violate both state and federal law and shock the conscience.

9.8 Defendants' business practices had the capacity to affect members of the public. Defendants' wrongdoings occurred in the course of its business.

9.9 At all times material hereto, Defendants engaged in the collection of debts from the general public in the State of Washington. Additional plaintiffs may have been injured in the same manner as Plaintiffs.

9.10 RCW 19.86.140 authorizes a penalty of \$2,000.00 per violation.

9.11 RCW 19.86.090 authorizes treble damages to a limit of \$25,000.00.

X. INJUNCTIVE RELIEF¹⁵

10.1 Plaintiffs re-allege the foregoing allegations and incorporate these allegations by reference as if fully set forth herein.

10.2 A plaintiff may seek injunctive relief for CPA violations.¹⁶ On information and belief, Defendant's actions make up a pattern and practice and practice of behavior and have impacted other similarly situated members of the public.

¹⁵ Injunctive Relief is offered as a remedy, and not a separate and/or independent cause of action.

¹⁶ RCW 19.86.090.

1 10.3 Plaintiffs seek an Order barring Defendants from collecting debts, through their
2 collection agencies, attorneys or otherwise, in the wrongful manner described above from
3 them and any other person similarly situated.

4 10.4 Plaintiffs seek an injunction enjoining Defendants from their unlawful
5 conducts, including but not limited to collecting amounts that are not due and owing.

6 10.5 Accordingly, the Court should issue the requested injunctive relief.

7
8 **PRAYER FOR RELIEF**

9 WHEREFORE, the plaintiffs pray for the following relief:

- 10 1. Judgment against Defendants for actual damages to be proven at trial;
- 11 2. An award of actual damages, in an amount to be determined at trial or damages of a
12 maximum of \$1,000 pursuant to 15 U.S.C. § 1681n(a)(1)(A), against Defendant for each
13 incident of willful noncompliance of the FCRA;
- 14 3. An award of punitive damages, as the Court may allow under 15 U.S.C. § 1681n(a)(2),
15 against each Defendant for each incident of willful noncompliance to the FCRA;
- 16 4. An award for costs and reasonable attorney's fees, pursuant to 15 U.S.C. § 1681n(a)(3),
17 against each Defendant for each incident of negligent noncompliance of the FCRA;
- 18 5. An award of actual damages in an amount to be determined at trial pursuant to 15 U.S.C.
19 § 1681o(a)(1) against each Defendant for each incident of negligent noncompliance of
20 the FCRA;
- 21 6. An award of costs and litigation and reasonable attorney's fees pursuant 15 U.S.C. §
22 1681n(a)(3) and 15 U.S.C. § 1681o(a)(2) against each Defendant for each incident of
23 noncompliance of the FCRA;
- 24
25

7. Statutory damages of \$1,000.00 for FDCPA violations;
8. Statutory damages of \$2,000.00 per violation under RCW 19.86.140;
9. Treble damages under RCW 19.86.090, calculated from the damages determined by the court;
10. Award of reasonable attorney fees and reimbursement of all costs for the prosecution of this action under RCW 19.86.090 and 15 U.S.C. §1692k(a)(3);
11. Injunctive relief under RCW 19.86.090, including from attempting to collect collection fees, interest, attorney fees, and other charges unless allowed by law;
12. Punitive damages as applicable; and
13. Such other and further relief as the court deems just and proper.

DATED this 28th day of March, 2025.

BORIS DAVIDOVSKIY, P.C.



Boris Davidovskiy, WSBA #50593
6100 219th St SW, Suite 480
Mountlake Terrace, WA 98043
Tel: 425-582-5200
Fax: 425-582-5222
Email: boris@davidovskiy.com
Attorney for Plaintiffs

EXHIBIT 1

Synchrony Bank
P O Box 965033
Orlando, FL 32896-5033

KEIRSTEN MOORE
1511 BONNIE LN
CAMANO ISLAND WA 98282-7611

Account Number Ending In: 8730

Dear KEIRSTEN MOORE,

We are contacting you regarding the SYNCHRONY CAR CARE account referenced above. The current balance on your SYNCHRONY CAR CARE account as of 06/12/20, including interest and fees, is \$1985.76.

As discussed in our recent telephone conversation regarding your account, if we receive all the payments set forth below by the indicated dates, we will consider this account settled for less than the full balance. We will forgive the difference between the total of payments set forth below and the current balance on your account. We will report the account to the major consumer reporting agencies as "Account paid in full for less than the full balance". This description may vary by consumer reporting agency, and it may take up to 60 days after the payment is received for this update to appear on your personal credit report.

Payment amount of \$229.36 due by 06/26/20.
Payment amount of \$229.36 due by 07/27/20.
Payment amount of \$236.30 due by 08/27/20.

You will continue to receive monthly billing statements until the settlement agreement has been completed. If we fail to receive the above payments by the indicated dates, the account will not be settled pursuant to this arrangement. If you have any questions, please call the phone number listed below. If you have already paid the agreed upon settlement or paid through an alternate payment method, disregard payment instructions.

Sincerely,

Synchrony Bank
1-877-475-5170

Information obtained will be used for that purpose.

EXHIBIT 2

✓ Cleared	
✓ Cleared	
✓ Cleared	

PAID IN FULL	1915
SYNCHRONY BANK	SETTLEMENT
\$1,566.00	\$695.02
BALANCE AT SETTLEMENT	SETTLEMENT

EXHIBIT 3

Synchrony Bank
P.O. Box 71782
Philadelphia, PA 19176-1782

ENC
3/20/23

KEIRSTEN MOORE
1514 30TH LANE
MAYWOOD, IL 60157-1011



RE: Synchrony Car Care
Account Number: 65015xxxxxx8730
Account Balance at Time of Sale: 1,380.54

Dear KEIRSTEN MOORE,

This letter is to inform you that the above-referenced account was sold to Resurgent Acquisitions LLC on 04/22/2023. If you have any questions about this account, please contact:

Resurgent Acquisitions LLC
PO Box 10497, MS 576,
Greenville, SC 29603
888-665-0374
www.resurgent.com

Sincerely,

Synchrony Bank

Rec'd 5/5

CLASSIC COPY SENT OUT BY MAIL 4/27/23

100%

SOLDLTR2

EXHIBIT 4

Resurgent Capital Services
P.O. Box 1269
Greenville, SC 29603
www.Resurgent.com
(888) 695-4374 from 8-9 Monday-Thursday
8-7 Friday and 9-5 Saturday-Sunday

Today's Date: May 2, 2023

To: KEIRSTEN MOORE
1511 BONNIE LN
CAMANO ISLAND, WA 98282-7621

Reference: 762786605

Resurgent Capital Services is a debt collector. We are trying to collect a debt and you own or LEND Funding LLC. We will use any information you give us to collect your debt.

Our information shows:

You had an account from
Synchrony Bank
with account number ending in 8730.

As of July 14, 2020, you owed:	\$1,846.20
Between July 14, 2020 and today:	
You were charged this amount in interest:	\$0.00
You were charged this amount in fees:	\$9.00
You paid or were credited this amount toward the debt:	\$465.66
Total amount due:	\$1,389.54

How can you dispute the debt?

- Call or write to us by June 6, 2023, to dispute all or part of the debt. If you do not, we will assume that our information is correct.
- If you write to us by June 6, 2023, we must stop collection on any amount you dispute until we send you information that shows you owe the debt. You may use the form below or write to us without the form. You may also include supporting documents.

What else can you do?

- Write to ask for the name and address of the original creditor, if different from the current creditor. If you write by June 6, 2023, we must stop collection until we send you that information. You may use the form below or write to us without the form.
- Go to www.ftob.gov/debt-collection to learn more about your rights under federal law. For instance, you have the right to stop or limit how we contact you.
- Contact us about your payment options.
- Póngase en contacto con nosotros para solicitar una copia de este formulario en español.

Mail this form to:

Resurgent Capital Services
P.O. Box 1269
Greenville, SC 29603

KEIRSTEN MOORE
1511 BONNIE LN
CAMANO ISLAND, WA 98282-7621

How do you want to respond?

Check all that apply:

- ☒ I want to dispute the debt because I think:
- ☒ This is not my debt.
 - ☐ The amount is wrong.
 - ☐ Other (please describe on reverse or attach additional information).
- ☐ I want you to send me the name and address of the original creditor.

☐ I enclosed this amount: \$

Make your check payable to Resurgent Capital Services, include the reference number 762786605.

☐ I want this form to be translated to Spanish.

EXHIBIT 5

36/380



65013111958730

‘**ਫੁਲਦਾਰ/ਫੁਲੇਵਾਲ**’ ਨਗਰ ਪੰਚਾਇਤ

၂၀၁၇ ခုနှစ် ဇူလိုင်လ ၁ ရက်နေ့ ရက်စွဲပါ အမည်ရှိ အမှုတွဲအား အကျဉ်းချုပ်ဖော်ပြချက်များကို အောက်ပါအတိုင်း ဖော်ပြပါသည်။

KEIRSTEN MOORE

1511 BONNE LN

CAMANO ISLAND, WA 98282-7611

Requested
P.L. Allen
5/8/84

Account Number: 00000000000000000000
 Account Name: Keiston Moore
 Balance: \$1,380.04
 Last Payment Date: 08/26/2020
 Account Holder Name: Keiston Moore

May 03, 2023

Welcome Kelston, Moore:

Your account has a new home with Resurgent Capital Services L.P.

We're reaching out today to provide an important update on your account's status. Your above-referenced account was sold on 04/27/2023 and the new owner is LVNV Funding LLC. Effective 05/01/2023, LVNV Funding LLC placed your account with Resurgent Capital Services L.P. for servicing.

Resurgent Capital Services L.P. is an industry leader with 20+ years of experience helping millions of customers like you resolve past-due obligations regardless of their current financial situation.

We know people need flexibility, so we're pleased to offer you multiple ways to communicate. No matter which way you choose, you can review account information and customize payment options.

- Our online portal is available 24/7 at Resurgent.com
- Our friendly and professional customer care team would be pleased to discuss your options at 1-866-559-6647

You can expect to hear from us over the coming weeks via email. Scan the QR code below for more information.



Filed Dispute on
all 3. 5/15/23

For further assistance, please contact one of our professional account managers toll free at 1-866-559-6647.

Hours of Operation
8:00AM-9:00PM EST
Monday - Thursday
8:00AM-7:00PM EST
Friday
9:00AM-5:00PM EST
Saturday

General Dynamics Corporation
PO Box 1200
Greenwich, CT 06030
Credit Card Dept.
PO Box 1200
Greenwich, CT 06030

CUSTOMER PORTAL
RESURGENT.COM

28838991-FL0WLM-IR

PHOTO 12003-170347810400400

EXHIBIT 6



RESEARCH AND ANALYSIS

1511 BONNIE LN

CADIANO ISLAND, WA 98252-2011

THE UNIVERSITY OF CHICAGO

Dear Keirsten Moore,

For further assistance, please contact one of our Customer Service Representatives toll-free at 1-866-464-1187.

Sincerely,

Resurgent Capital Services L.P.

This is an attempt to collect a debt and any information obtained will be used for that purpose. This communication is from a debt collector.

Washington Residents: Our address is 55 Beattie Place, Suite 110, Greenville, SC 29601

As of the date of this letter the balance owed is \$1,380.54, which includes \$0.00 of interest.



Hours of Operation
8:00AM-9:00PM EST
Monday - Thursday
8:00AM-7:00PM EST
Friday
9:00AM-5:00PM EST
Saturday - Sunday



General Disputes/Correspondence
PO Box 10497
Greenville, SC 29603-0497
Credit Bureau Disputes
PO Box 1269
Greenville, SC 29602



Contact Numbers
Toll Free Phone
1-866-464-1187
Toll Free Fax
1-866-467-0163



Customer Portal
Resurgent.com

PH20:103P0169101691010100400

2925-82-2-0174-2-20

EXHIBIT 7

EXHIBIT 8

Account Number: *****8730
 Original Credit: Synchro Bank
 Original Placement Balance: \$1,380.54
 Current Balance: \$1,380.54
 Account: 123456789
 Address: 123 Main St
 City: Anytown, NY 12345



June 06, 2023

Dear Resurgent Mortgage:
 We have reviewed your claim regarding previous payments made on this account. However, after review of all information we have available regarding your account, we were unable to validate your claim. If this account was previously paid or satisfied in full, please provide a copy of the offer letter, cancelled check(s), and/or confirmation of payment in full.

Supporting documentation can be sent to the following fax number:
 Attention: Customer Service Department
 1-866-467-0163

Or by mail to the following address:
 Resurgent Capital Services L.P.
 Attention: Customer Service Department
 PO Box 10497
 Greenville, SC 29603

For further assistance, please contact one of our Customer Service Representatives toll-free at 1-866-464-1187.

Sincerely,

Resurgent Capital Services L.P.

continued on next page

Hours of Operation
 8:00A-9:00PM EST
 Monday - Thursday
 8:00AM-7:00PM EST
 Friday
 9:00AM-5:00PM EST
 Saturday - Sunday

General Dispute Correspondence
 PO Box 10497
 Greenville, SC 29603-0497
 Credit Bureau Disputes
 PO Box 1269
 Greenville, SC 29602

Contact Numbers
 Toll-Free Phone: 1-866-464-1187
 Toll-Free Fax: 1-866-467-0163

Customer Portal
 Resurgent.com

29937581-PDMSUP-03

pi2p00640002700027010010400

Resurgent Mortgage
 1511 LONNIE LN
 CANYON ISLAND, WA 98224-1111

1-8151-6090

EXHIBIT 9



National Debt Relief
PO Box 2011
New York, NY 10272

T 888-660-7427
F 888-688-3291
NationalDebtRelief.com

June 15th, 2023

DS-1309130

Dear Jeremy Moore,

Enrollment Date: 1/22/2020

Graduation Date: 4/25/2022

Below you will find the list of your previously enrolled creditors along with their paid in full status:

CREDITOR NAME	ACCOUNT NO	ORIGINAL BALANCE	STATUS	SETTLEMENT AMOUNT
CAP1/CABELAS	546325821478	\$8,772.00	Paid in Full	\$5,754.99
FREEDOM PLUS	APP01209265	\$7,991.00	Paid in Full	\$3,384.00
THD/CBNA	603532050862	\$4,099.00	Paid in Full	\$2,988.00
SYNCB/PPC	6044192022005573	\$3,095.00	Paid in Full	\$1,804.00
CITICARDS CBNA	542418129345	\$2,553.00	Paid in Full	\$1,908.00
SYNCB/CARE CREDIT	601918346632	\$2,418.00	Paid in Full	\$598.12
SYNCB/CARE CREDIT	601918362925	\$2,403.00	Paid in Full	\$973.68
SYNCB/CAR CARE SYN CAR	6501591119158730	\$1,566.00	Paid in Full	\$695.02
COMENITYCB/GOODSAMVISA	432359200811	\$1,540.00	Paid in Full	\$711.00
COMENITY BANK/LNBRYANT	697800503907	\$910.00	Paid in Full	\$511.00
Synchrony Bank	6044192231960733	\$701.50	Paid in Full	\$322.69
SYNCB/RKTN	478492100415	\$627.00	Paid in Full	\$388.91

It is with great pleasure National Debt Relief is sending you this letter confirming the completion of your Debt Settlement Program with our office. As of the date of this letter all the debts you listed with our office have been resolved.

CONGRATULATIONS from the entire team here at National Debt Relief. We do understand how at times it looked like you would never finish, but you hung in there and accomplished the goal you set for yourself many months ago.

We would like to thank you for choosing National Debt Relief to assist you during your difficult financial times and invite you to recommend our services to anyone who may benefit from our services.

Let us know if there is anything else we can do for you. It was our pleasure assisting you.

Sincerely,

Client Success Team
National Debt Relief

2/7/2020	\$9.52		Gilmeld Legal	Security	Cleared
3/1/2020	\$12.00		Gilmeld Legal	Security	Cleared
4/1/2020	\$12.00		Gilmeld Legal	Security	Cleared
5/1/2020	\$12.00		Gilmeld Legal	Security	Cleared
6/1/2020	\$12.00		Gilmeld Legal	Security	Cleared
6/25/2020	\$329.38	SYNCR/CARE CREDIT(6632)	Creditor		Cleared
6/25/2020	\$139.21	SYNCR/CARE SYN CAR(1915)	PB Fee		Cleared
6/25/2020	\$229.36	SYNCR/CARE SYN CAR(1915)	Creditor		Cleared
6/25/2020	\$360.45	SYNCR/CARE CREDIT(2925)	PB Fee		Cleared
6/25/2020	\$321.31	SYNCR/CARE CREDIT(2925)	Creditor		Cleared
6/25/2020	\$362.70	SYNCR/CARE CREDIT(6632)	PB Fee		Cleared
7/1/2020	\$12.00		Gilmeld Legal	Security	Cleared
7/26/2020	\$329.38	SYNCR/CARE CREDIT(6632)	Creditor		Cleared
7/26/2020	\$229.36	SYNCR/CARE SYN CAR(1915)	Creditor		Cleared
7/26/2020	\$321.31	SYNCR/CARE CREDIT(2925)	Creditor		Cleared
8/1/2020	\$12.00		Gilmeld Legal	Security	Cleared
8/26/2020	\$339.36	SYNCR/CARE CREDIT(6632)	Creditor		Cleared
8/26/2020	\$236.30	SYNCR/CARE SYN CAR(1915)	Creditor		Cleared
8/26/2020	\$331.06	SYNCR/CARE CREDIT(2925)	Creditor		Cleared
9/1/2020	\$12.00		Gilmeld Legal	Security	Cleared
9/24/2020	\$95.69	SYNCR/CARE SYN CAR(1915)	PB Fee		Cleared
9/30/2020	\$15.00	COMENITY BANK/MBRYANT(3907)	Creditor		Cleared
9/30/2020	\$136.50	COMENITY BANK/MBRYANT(3907)	PB Fee		Cleared
9/30/2020	\$15.00	COMENITY CB/GOODSAMVISA(0811)	Creditor		Cleared
9/30/2020	\$231.00	COMENITY CB/GOODSAMVISA(0811)	PB Fee		Cleared
10/1/2020	\$12.00		Gilmeld Legal	Security	Cleared
10/30/2020	\$15.00	COMENITY BANK/MBRYANT(3907)	Creditor		Cleared
10/30/2020	\$15.00	COMENITY CB/GOODSAMVISA(0811)	Creditor		Cleared
11/1/2020	\$12.00		Gilmeld Legal	Security	Cleared
11/30/2020	\$15.00	COMENITY BANK/MBRYANT(3907)	Creditor		Cleared
11/30/2020	\$15.00	COMENITY CB/GOODSAMVISA(0811)	Creditor		Cleared

Below is a list of your deposit schedule. Please keep in mind that your deposit schedule is subject to change and can be impacted by several factors.

Dear Jeremy Weber,

July 25, 2023

05-1508120

T 853-650-7427
P 853-653-5291
mymail@nyc.gov

National Debt Relief
PO Box 1041
New York, NY 10072

NATIONAL
— DEBT RELIEF —



National Debt Relief
PO Box 2012
New York, NY 10222

T 888-660-7427
F 888-660-3252
nationaldebtrelief.com

12/1/2020	\$12.00		Gitmeid Legal Security	Cleared
12/30/2020	\$155.30	COMENITY BANK/NEW YORK (9345)	Creditor	Cleared
12/30/2020	\$222.00	COMENITY BANK/GOODSAM VISA (0811)	Creditor	Cleared
1/1/2021	\$12.00		Gitmeid Legal Security	Cleared
1/27/2021	\$159.00	CITICARDS CBNA(9345)	Creditor	Cleared
1/27/2021	\$318.51	CITICARDS CBNA(9345)	PB Fee	Cleared
1/28/2021	\$249.00	THD/CBNA(0862)	Creditor	Cleared
1/28/2021	\$285.91	THD/CBNA(0862)	PB Fee	Cleared
1/30/2021	\$155.33	COMENITY BANK/LNBRYANT(3907)	Creditor	Cleared
1/30/2021	\$222.00	COMENITY CB/GOODSAM VISA(0811)	Creditor	Cleared
2/1/2021	\$12.00		Gitmeid Legal Security	Cleared
2/18/2021	\$159.00	CITICARDS CBNA(9345)	Creditor	Cleared
2/28/2021	\$155.34	COMENITY BANK/LNBRYANT(3907)	Creditor	Cleared
2/28/2021	\$222.00	COMENITY CB/GOODSAM VISA(0811)	Creditor	Cleared
2/28/2021	\$249.00	THD/CBNA(0862)	Creditor	Cleared
3/1/2021	\$12.00		Gitmeid Legal Security	Cleared
3/25/2021	\$66.44	CITICARDS CBNA(9345)	PB Fee	Cleared
3/25/2021	\$32.71	THD/CBNA(0862)	PB Fee	Cleared
3/27/2021	\$159.00	CITICARDS CBNA(9345)	Creditor	Cleared
3/28/2021	\$249.00	THD/CBNA(0862)	Creditor	Cleared
4/1/2021	\$12.00		Gitmeid Legal Security	Cleared
4/26/2021	\$99.15	THD/CBNA(0862)	PB Fee	Cleared
4/27/2021	\$159.00	CITICARDS CBNA(9345)	Creditor	Cleared
4/28/2021	\$249.00	THD/CBNA(0862)	Creditor	Cleared
5/1/2021	\$12.00		Gitmeid Legal Security	Cleared
5/26/2021	\$99.15	THD/CBNA(0862)	PB Fee	Cleared
5/27/2021	\$159.00	CITICARDS CBNA(9345)	Creditor	Cleared
5/28/2021	\$249.00	THD/CBNA(0862)	Creditor	Cleared
6/1/2021	\$12.00		Gitmeid Legal Security	Cleared
6/21/2021	\$249.00	THD/CBNA(0862)	Creditor	Cleared
6/21/2021	\$159.00	CITICARDS CBNA(9345)	Creditor	Cleared
6/24/2021	\$72.65	THD/CBNA(0862)	PB Fee	Cleared
6/28/2021	\$25.00	Synchrony Bank(0733)	Creditor	Cleared
7/1/2021	\$12.00		Gitmeid Legal Security	Cleared
7/19/2021	\$249.00	THD/CBNA(0862)	Creditor	Cleared
7/19/2021	\$159.00	CITICARDS CBNA(9345)	Creditor	Cleared
7/26/2021	\$25.28	THD/CBNA(0862)	PB Fee	Cleared
7/26/2021	\$47.37	Synchrony Bank(0733)	PB Fee	Cleared
7/26/2021	\$25.00	Synchrony Bank(0733)	Creditor	Cleared
8/1/2021	\$12.00		Gitmeid Legal Security	Cleared
8/23/2021	\$159.00	CITICARDS CBNA(9345)	Creditor	Cleared
8/26/2021	\$57.86	Synchrony Bank(0733)	PB Fee	Cleared



NATIONAL

National Dietician
P.O. Box 7013
New York, NY 10272

T: 888-660-7427
F: 863-660-3291
mailto:info@electraief.com

APPROVED
ADMITTED
WING STAFF
TIA, DRYDEN
GEOGRAPHY
JANUARY 1960

[illegible]

NATIONAL
— DEBT RELIEF —

National Debt Relief
PO Box 2011
New York, NY 10272

T 888-660-7427
F 888-688-3291
nationaldebtrelief.com

Nevada
Ohio, O
la, Wash
OF CO
Great, (

Please let us know if we can be of further service. It was our pleasure assisting you.

Sincerely,

Client Success Team
National Debt Relief
888-660-7427



NATIONAL
PO Box 2013
... 10072

T 800-600-7423
F 408-694-3021
national@nscf.com

FINANCIAL NOTICE

This Privacy Notice is being provided on a dual notice of the following other companies (collectively, "Resurgent Companies") that are part of the Resurgent Companies Group, which are all part of the Resurgent Companies Group.

Archery Funding Services LLC
CASH, LLC
CASH of Colorado, LLC
East Bay Funding LLC
East Bay Holdings LLC

ARCHERY FUNDING, LLC
ARCHERY CASH SERVICES, LLC
PROS, LLC
Resurgent Acquisitions LLC
Resurgent Capital Services, L.P.
Resurgent Funding LLC

Information We May Collect. The Resurgent Companies may collect the following personal information: (1) information that we receive from your account file at the time we purchase or begin to service your account, such as your name, address, social security number, and assets; (2) information that you may give us through discussion with you, or that we may obtain through your transaction with us, such as your income and payment history; (3) information that we receive from consumer reporting agencies, such as your creditworthiness and credit history; and (4) information that we obtain from other third party information providers, such as public records and databases that contain publicly available data about you, such as bankruptcy and mortgage filings. All of the personal information that we collect is referred to in this notice as "collected information."

Confidentiality and Security of Collected Information. At the Resurgent Companies, we restrict access to collected information about you to individuals who need to know such collected information in order to perform certain services in connection with your account. We maintain physical safeguards (like restricted access), electronic safeguards (like encryption and password protection), and procedural safeguards (such as authentication procedures) to protect collected information about you.

Sharing Collected Information with Affiliates. From time to time, the Resurgent Companies may share collected information about customers and former customers with each other in connection with administering and collecting accounts to the extent permitted under the Fair Debt Collection Practices Act or applicable state law.

Sharing Collected Information with Third Parties. The Resurgent Companies do not share collected information about customers or former customers with third parties, except as permitted in connection with administering and collecting accounts under the Fair Debt Collection Practices Act and applicable state law.

THE RESURGENT COMPANIES GROUP

EXHIBIT 10

RE:

From: Michele [contacted] (Email: 1265 [redacted] [redacted] [redacted])

To: [redacted] (Email: [redacted])

Date: [redacted] (Email: [redacted])

Unsubscribe if you don't want to receive emails from us.



Hello Keirsten,

~~Thank you for contacting us. Our records indicate your account ending in 8730 (Resurgent ID 762786685) that originated with Synchrony Bank is resolved and closed.~~

Due to the nature of your inquiry regarding the account ending in 8730 (Resurgent ID 762786685), we have forwarded your concern to the appropriate department for processing. Future communications regarding your inquiry will be sent via US mail to the mailing address we have on file.

For information about the status of your inquiry, please contact our friendly and knowledgeable Customer Care Team at 888-665-0374. Our Team is available to assist you Monday - Thursday from 8 am to 9 pm EST, Friday 8 am to 7 pm EST, Saturday and Sunday from 9 am to 5 pm EST.

Account Number: Ending in 8730
Original Creditor: Synchrony Bank
Original Placement Balance: \$1,380.54
Resurgent ID: 762786685
Current Owner: LVNV Funding LLC
Current Balance: \$1,380.54

Thank you,
Kye Saunders
Resurgent Capital Services, L.P.

This communication is from a debt collector.

The disclosure below applies to your account ending in 8730 (Resurgent ID 762786685):

This communication is from a debt collector. This is an attempt to collect a debt and any information obtained will be used for that purpose.

EXHIBIT 11

PO Box 510050
Lynchburg, VA 24051-0050



Account Holder Name: Kersten Moore
Balance: \$1,380.54
Reference ID: 7627986685
Current Owner: LVA Funding LLC

June 24, 2023

Dear Kersten Moore,

We have reviewed your claim regarding previous payments made on this account. However, after review of all information we have available regarding your account, we were unable to validate your claim. If this account was previously paid or satisfied in full, please provide a copy of the offer letter, cancelled checks, and/or confirmation of payment in full.

Supporting documentation can be sent to the following fax number:
1-866-467-0163
Attention: Customer Service Department

Or by mail to the following address:

Resurgent Capital Services L.P.
Attention: Customer Service Department
PO Box 10497
Greenville, SC 29603

For further assistance, please contact one of our Customer Service Representatives toll-free at 1-866-467-1187.

Sincerely,

Resurgent Capital Services L.P.

Handwritten: *taxed 7/27/23 3:15 PM*

continued on next page

Customer Portal
Resurgent.com

Contact Numbers
Toll Free Phone 1-866-467-1187
Toll Free Fax 1-866-467-0163

Resurgent Capital Services L.P.
Attention: Customer Service Department
PO Box 10497
Greenville, SC 29603

EXHIBIT 12

32165716-DITIAL-CS

EXHIBIT 13

Livenia MI 48151-6090



PGFHW1004823710012241005400

KEIRSTEN MOORE
1511 BONNIE LN
CAMANO ISLAND, WA 98012-7311

Account Number: *****8730
Original Creditor: Synchrony Bank
Original Payment Balance: \$1,380.54
Current Owner: LIVENIA Funding LLC
Reference ID: 762786685
Balance: \$1,380.54
Account Address: 1511 Bonnie Ln

August 16, 2023

Dear Keirsten Moore,

We have reviewed your claim regarding previous payments made on this account. However, after review of all information we have available regarding your account, we were unable to validate your claim. If this account was previously paid or satisfied in full, please provide a copy of the offer letter, cancelled check(s), and/or confirmation of payment in full.

Supporting documentation can be sent to the following fax number:

Attention: Customer Service Department
1-866-464-1187

Or by mail to the following address:

Resurgent Capital Services L.P.
Attention: Customer Service Department
PO Box 10497
Greenville, SC 29603

For further assistance, please contact one of our Customer Service Representatives toll-free at 1-866-464-1187.

Sincerely,

Resurgent Capital Services L.P.

continued on next page



Hours of Operation
8:00AM-9:00PM EST
Monday - Thursday
8:00AM-7:00PM EST
Friday
9:00AM-5:00PM EST
Saturday - Sunday



General Disputes/Correspondence
PO Box 10497
Greenville, SC 29603-0497
Credit Bureau Disputes
PO Box 1769
Greenville, SC 29602



Contact Numbers
Toll Free Phone
1-866-464-1187
Toll Free Fax
1-866-467-0163



Customer Portal
Resurgent.com

PGFHW1004823710012241005400

32737984-PDRSUR-CS

Enclave

Please read the following important notice as they may affect your rights.
This is an attempt to collect a debt and any information obtained will be used for that purpose. This communication is
from a debt collector.

Washington Bankrupts. Our address is 55 Beattie Place, Suite 110, Greenville, SC 29601

PHOTOGRAPH BY [illegible]

EXHIBIT 14

Please Reply To:
P.O. Box 109032
Chicago, IL 60610
Principal Address:
6200 Canoga Ave., Suite 1700
Woodland Hills, CA 91367
P: 818.803.1150
F: 818.803.1150
www.mandarinlaw.com
You may also contact us via email at
INFO@MANDARINLAW.COM
For Online verification & email

MANDARIN LAW GROUP, LLP

Attorneys at Law

THIS LAW FIRM EMPLOYS ONE OR MORE ATTORNEYS ADMITTED TO PRACTICE IN THE FOLLOWING STATES: Alaska, California, District of Columbia, Florida, Georgia, Idaho, Illinois, Iowa, Kansas, Michigan, Minnesota, Nebraska, Nevada, New York, North Carolina, Ohio, Oregon, South Carolina, Virginia, Washington, D.C., and Wisconsin.

February 8, 2024

Keirsten Moore
1511 Bonnie Ln
Camano Island WA 98282-7611

Mandarin Law Group, LLP is a debt collector. We are trying to collect a debt that you owe to LVNV Funding LLC. We will use any information you give us to help collect the debt.

Our information shows:

You had an account with Synovus Bank with account number XXXXXXXXXXXXXXXX1730 which is now owned by LVNV Funding LLC.	
As of 7/14/2020, you owed:	\$1,846.20
Between 7/14/2020 and today:	
You were charged this amount in interest:	\$0.00
You were charged this amount in fees:	\$0.00
You were charged this amount in service charges:	\$0.00
You were charged this amount in court costs:	\$0.00
You paid or were credited this amount toward the debt:	\$465.66
Total amount of debt:	\$1,380.54
Amount owing at time of placement with us:	\$1,380.54
Interest accrued after placement:	\$0.00
Service charges accrued after placement:	\$0.00
Collection costs accrued after placement:	\$0.00
Attorney Fees accrued after placement:	\$0.00
Date of last payment:	08/26/2020

Reference: 4824372
Keirsten Moore

How can you dispute the debt?

- Call or write to us by 3/19/2024, to dispute all or part of the debt. If you do not, we will assume that our information is correct.
- If you write to us by 3/19/2024, we must stop collection on any amount you dispute until we send you information that shows you owe the debt. You may use the form below or write to us without the form. You may also include supporting documents. We accept disputes electronically at info@mandarinlaw.com.

What else can you do?

- Write to ask for the name and address of the original creditor, if different from the current creditor. If you write by 3/19/2024, we must stop collection until we send you that information. You may use the form below or write to us without the form. We accept these requests electronically at info@mandarinlaw.com.
- Go to www.cfpb.gov/debt-collection to learn more about your rights under federal law. For instance, you have the right to stop or limit how we contact you.
- Contact us about your payment options.
- Póngase en contacto con nosotros para solicitar una copia de este formulario en español.

Mail this form to:
Mandarin Law Group, LLP
P.O. Box 109032
Chicago, IL 60610

Keirsten Moore
1511 Bonnie Ln
Camano Island WA 98282-7611

How do you want to respond?

Check all that apply:

- ☒ I want to dispute the debt because I think:
- ☐ This is not my debt.
 - ☐ The amount is wrong.
 - ☒ Other (please describe on reverse or attach additional information)
- ☐ I want you to send me the name and address of the original creditor.
- ☐ I enclosed this amount: \$
Make your check payable to Mandarin Law Group, LLP. Include the reference number 4824372.
- ☐ Quiero este formulario en español.

PAID in Full 2020
See attached!

EXHIBIT 15

Court
Island County District Court

APR 28 2024

ISLAND COUNTY WASH CO

ISLAND COUNTY DISTRICT COURT
IN AND FOR THE STATE OF WASHINGTON

LYNN Funding LLC

Plaintiff

Case No. CV 24-014

COMPLAINT

Karen Moore

Defendant

PLAINTIFF ALLEGES:

1.

LYNN Funding LLC ("Plaintiff") is a limited liability company in good standing. Plaintiff has all necessary licenses, including being duly licensed and bonded as a Washington State collection agency under RCW 19.16.260, and has paid all applicable fees. Plaintiff brings this action as it is engaged in the business of purchasing delinquent or charged off claims for collection purposes.

2.

Karen Moore ("Defendant") is believed to reside in ISLAND COUNTY.

MANABACH LAW GROUP, LLP
P.O. Box 10000, Olympia, WA 98507
360.336.0000 or 360.336.1234

1. The following general ledger account XXXXXXXXXXXXXXXX, the "Account" with
2. XXXXXXXXXXXXXXXX, is a general ledger account of the
3. XXXXXXXXXXXXXXXX, and is a part of the
4. XXXXXXXXXXXXXXXX, and is a part of the
5. XXXXXXXXXXXXXXXX, and is a part of the
6. XXXXXXXXXXXXXXXX, and is a part of the
7. XXXXXXXXXXXXXXXX, and is a part of the
8. XXXXXXXXXXXXXXXX, and is a part of the
9. XXXXXXXXXXXXXXXX, and is a part of the
10. XXXXXXXXXXXXXXXX, and is a part of the

Original Director said monthly billing statements to Defendant indicating the missing payments due each month. Defendant continued for eight or nine months with about monthly payments. Defendant's last payment to Original Director was made on or about August 26, 2007.

Consensus of the General Conference of the American Baptist Churches in the U.S.A. is hereby adopted. XXXXXX XXXXXX XXXXXX.

Defendant's Pledge: As a defendant, I pledge to follow the rules of the court and to respect the rights of others.

DEBT BUYER DISCLOSURE STATEMENT

For a full list of references, please see the end of the article.

Defendant's Accolade magazine at charge of the

Of the 100,000 Circuits in Chicago, 60,000 was symptomatic. That

[illegible]

For more information about our Chicago office address, call 800-550-1110.

MANAGEMENT GROUP, LTD.
P.O. BOX 1000, NEW YORK, N.Y. 10108
718/754-4100 E-9100000000

(v) The date of the last payment, if applicable, or the date of the last transaction was

on or about 1/1/2024. This debt is hereby assigned to Plaintiff and is not barred by any

statute of limitations.

(vi) Plaintiff purchased the debt on 4/27/2024 from Plaintiff Bank. Plaintiff may

have purchased this debt for less than the value stated herein and may have been

sold without any representation or warranty of accuracy.

(vii) A copy of the Assignment or other writing establishing that the debt buyer is the
owner of the debt is attached hereto as Exhibit C, reflecting an unbroken chain
of ownership.

WHEREFORE, Plaintiff prays for judgment against Defendant as follows:

a) For the sum of \$1,380.54;


b) For costs of suit; and

c) For such other relief as the Court deems just and equitable.

DATED: March 26, 2024

Respectfully submitted:

MANDARICH LAW GROUP, LLP


Brendan Wilson WSBA No. 47420

MANDARICH LAW GROUP, LLP
600 FIFTH AVENUE, SUITE 2000
NEW YORK, NY 10017
TEL: 212 455 1000 FAX: 212 455 1001

Exhibit A

1. The first step in the process is to identify the problem or issue that needs to be addressed. This involves gathering information and understanding the context of the problem.

100-100000-100000	100-100000-100000	100-100000-100000	100-100000-100000
100-100000-100000	100-100000-100000	100-100000-100000	100-100000-100000

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED
DATE 07-18-2011 BY 60322 UCBAW

[illegible]

DECLASSIFICATION AUTHORITY: [REDACTED]

SECRET

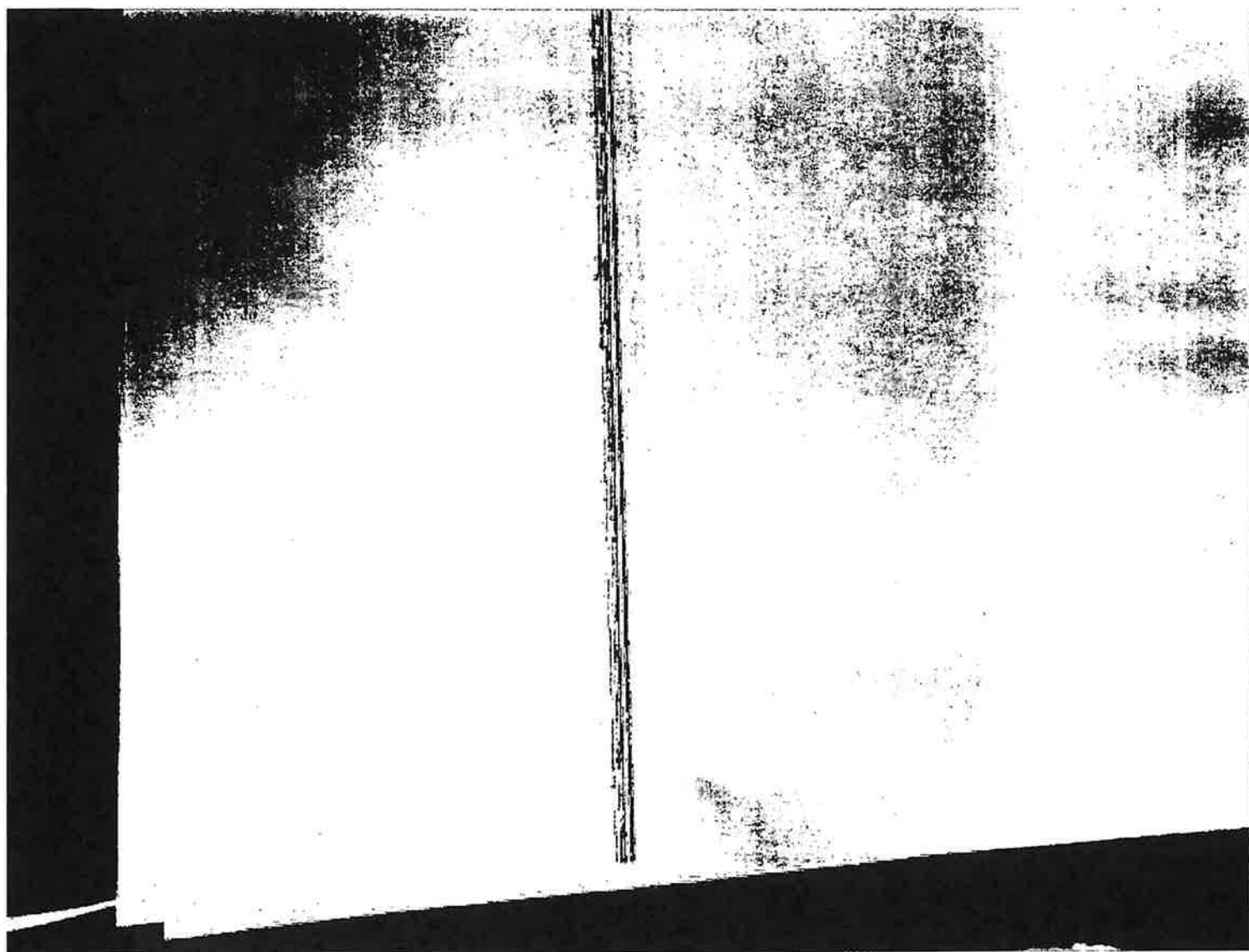
Section 1: General Information Name: [Redacted] Address: [Redacted] City: [Redacted] State: [Redacted] Zip: [Redacted] Phone: [Redacted]		Section 2: Employment Information Employer: [Redacted] Position: [Redacted] Start Date: [Redacted] End Date: [Redacted]	
Section 3: Financial Information Annual Income: [Redacted] Assets: [Redacted] Liabilities: [Redacted]		Section 4: Criminal History Convictions: [Redacted] Pending Charges: [Redacted]	
Section 5: References Reference 1: [Redacted] Reference 2: [Redacted] Reference 3: [Redacted]			

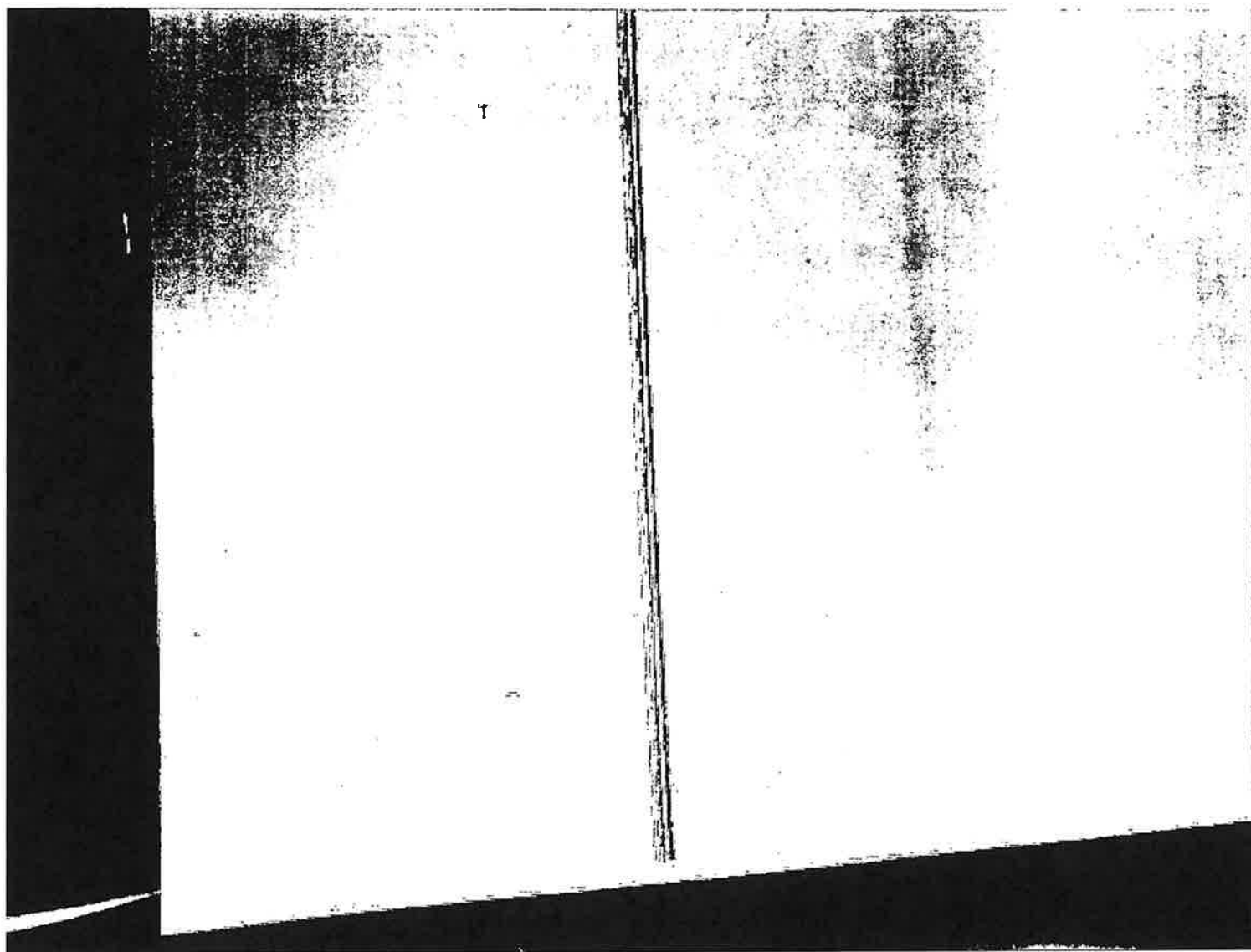
Section 6: Declaration

I, [Redacted], hereby declare that the information provided in this form is true and accurate to the best of my knowledge. I understand that any false or misleading information may result in legal consequences.

Section 7: Signature

Signature: [Redacted]
 Date: [Redacted]





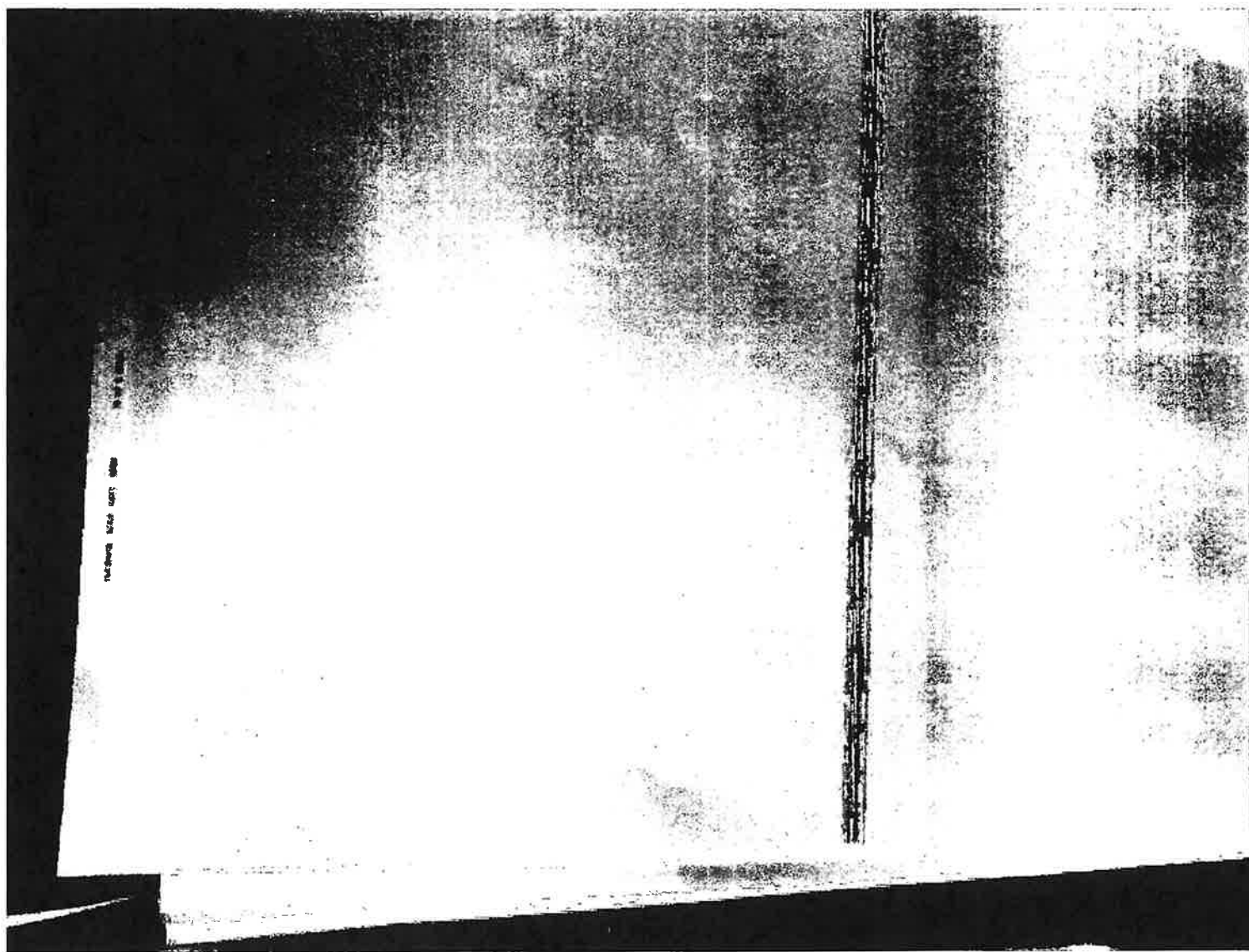


Exhibit B

PAYMENT SOLUTIONS

PAYMENT SOLUTIONS

PAYMENT SOLUTIONS

PAYMENT SOLUTIONS

PAYMENT SOLUTIONS

STOCKHOLM BANK CREDIT CARD ACCOUNT AGREEMENT

SECTION 1: FEES AND CHARGES

Information from Section 1 of this Agreement is provided in the accompanying Pricing Information Addendum.

SECTION 2: HOW FEES AND CHARGES ARE CALCULATED IN THE STOCKHOLM BANK CREDIT CARD ACCOUNT AGREEMENT

How Interest is Calculated	We use a daily rate to calculate the interest you owe on your balance each day. The daily rate for purchases is the APR shown in Table 1. Interest on purchases is calculated by multiplying the amount of your purchases by the daily rate and then multiplying the result by the number of days the purchase is outstanding. Interest on cash advances is calculated by multiplying the amount of your cash advance by the daily rate and then multiplying the result by the number of days the cash advance is outstanding.
How the Change Amount is Calculated	The change amount is the amount you receive from your purchase less the amount you pay for the purchase. For example, if you purchase a \$100 item and pay \$90, the change amount is \$10. We will give you the change amount during a waiting period of 45 days after the purchase. We will give you the change amount in the form of a check or a direct deposit to your bank account. We will give you the change amount in the form of a check or a direct deposit to your bank account. We will give you the change amount in the form of a check or a direct deposit to your bank account. We will give you the change amount in the form of a check or a direct deposit to your bank account.
How the Cash Advance Amount is Calculated	We use a daily rate to calculate the interest you owe on your cash advance each day. The daily rate for cash advances is the APR shown in Table 1. Interest on cash advances is calculated by multiplying the amount of your cash advance by the daily rate and then multiplying the result by the number of days the cash advance is outstanding. Interest on cash advances is calculated by multiplying the amount of your cash advance by the daily rate and then multiplying the result by the number of days the cash advance is outstanding. Interest on cash advances is calculated by multiplying the amount of your cash advance by the daily rate and then multiplying the result by the number of days the cash advance is outstanding. Interest on cash advances is calculated by multiplying the amount of your cash advance by the daily rate and then multiplying the result by the number of days the cash advance is outstanding.

How the Payment Due is Calculated	We use the outstanding balance of your credit card to calculate the payment due. The payment due is the amount you owe on your credit card. The payment due is the amount you owe on your credit card. The payment due is the amount you owe on your credit card. The payment due is the amount you owe on your credit card.
How the Payment Due is Calculated	We use the outstanding balance of your credit card to calculate the payment due. The payment due is the amount you owe on your credit card. The payment due is the amount you owe on your credit card. The payment due is the amount you owe on your credit card. The payment due is the amount you owe on your credit card.

Minimum Payment Due

The minimum payment due is the amount you owe on your credit card. The minimum payment due is the amount you owe on your credit card. The minimum payment due is the amount you owe on your credit card. The minimum payment due is the amount you owe on your credit card.

THE CHINESE INFORMATION SYSTEMS MARKET - AN OVERVIEW

Information on this and other products is available at www.fda.gov/oc/ohrt. For more information, contact the Office of Human Rights at (202) 205-2131. You may also contact the Office of Human Rights at (202) 205-2131.

1. The first step in the process is to identify the problem or issue that needs to be addressed. This involves gathering information and understanding the context of the problem.

Enclosure: This document is classified as "Confidential" and is to be controlled as such. It contains information that is not to be released to the public without the approval of the appropriate authorities. The release of this document is subject to the approval of the appropriate authorities.

1. 凡在本行开立存款账户的客户，均可向本行申请开立定期存款账户。

Illustrated & Annotated with Annotations

PLEASE NOTE THIS QUESTION CONCERNS A 1980 AND NOT SUBJECTIVE. YOUR ANSWERS WILL APPLY TO THIS ACCOUNT, AND ABOUT EMPLOYER DETERMINES FROM AND IS NOT
 IN SUBJECTIVE TO EMPLOYER DETERMINATION, THIS ANSWER (PAGE 1) DETERMINES A CURRENT EMPLOYER'S ANSWER WILL BE SUBJECTIVE TO EMPLOYER DETERMINATION, IT IS NOT
 SUBJECTIVE TO A 1980 AND SUBJECTIVE TO EMPLOYER DETERMINATION, IT IS NOT SUBJECTIVE TO EMPLOYER DETERMINATION, IT IS NOT SUBJECTIVE TO EMPLOYER DETERMINATION, IT IS NOT

* **Worst student ever** - 100% bad

1. I agree that you have a strong right to privacy and that you have a strong right to be free from unreasonable searches and seizures. I agree that you have a strong right to be free from unreasonable searches and seizures. I agree that you have a strong right to be free from unreasonable searches and seizures.
2. I agree that you have a strong right to privacy and that you have a strong right to be free from unreasonable searches and seizures. I agree that you have a strong right to be free from unreasonable searches and seizures. I agree that you have a strong right to be free from unreasonable searches and seizures.
3. I agree that you have a strong right to privacy and that you have a strong right to be free from unreasonable searches and seizures. I agree that you have a strong right to be free from unreasonable searches and seizures. I agree that you have a strong right to be free from unreasonable searches and seizures.

THE CHUCK HADFIELD

FOR AGENCY USE ONLY (DO NOT WRITE IN THESE SPACES). IF YOU HAVE ANY COMMENTS, ADDITIONAL INFORMATION, OR QUESTIONS, PLEASE CONTACT THE AGENCY AT THE ADDRESS OR BY PHONE OR MAIL. IF YOU HAVE ANY COMMENTS, ADDITIONAL INFORMATION, OR QUESTIONS, PLEASE CONTACT THE AGENCY AT THE ADDRESS OR BY PHONE OR MAIL. IF YOU HAVE ANY COMMENTS, ADDITIONAL INFORMATION, OR QUESTIONS, PLEASE CONTACT THE AGENCY AT THE ADDRESS OR BY PHONE OR MAIL.

1. The first step in the process of identifying a problem is to recognize that a problem exists. This involves gathering information about the situation and identifying the specific issue that needs to be addressed.

7. The young only arrive in 11 boats, and the rest are

- [illegible]

THE NEW YORK PUBLIC LIBRARY
ASTOR LENOX TILDEN FOUNDATIONS
1009 Broadway, New York, N.Y. 10018-2474

to report this matter.

... ..

[illegible]

SECTION 4: OTHER IMPORTANT INFORMATION OF THE STOKESLY BANK DEBIT CARD ACCOUNT AGREEMENT

[illegible]

- [illegible]

PATIENTS WITH
 (1) (2) (3) (4)
 (5) (6) (7) (8)
 (9) (10) (11) (12)
 (13) (14) (15) (16)

31. PAYMENT RATIO
REDACTED FROM ACCOUNT

Minimum Payment Calculation: Your total amount due is calculated as follows:

The sum of

a. The greater of either:

(i) 1% of the

(ii) 1% of the past due balance or your past due balance OR

(iii) The sum of 1% of your past due balance or your past due balance, plus payment fees and
interest charges, less charges for the current billing cycle. PLUS

b. Any past due amounts. PLUS

c. Any payment due in connection with a return or replacement purchase with a unique payment
calculation.

We round up to the next highest whole number in computing your total minimum payment. Your total minimum payment will never
be more than your new balance.

10/16/2011

Exhibit C



4560 Mason Square
Canton OH 44703, US

UNLCO SALE

REINVESTMENT ACQUISITION, LLC (SABERISS) - RFISC FIDELITY - April 2023

Transfer Date: 04/22/2023

For value received and to further consideration of the mutual interests and conditions set forth in the Master Account Sales Agreement ("Agreement"), dated as of this 13th day of February, 2023, by and between Synchrony Bank (formerly known as Capital Retail Bank, PMS Holding, LLC), Synchrony Card Partners, LLC and Retail Finance Credit Services, LLC, ("Seller") and Reininvest Acquisition, LLC ("Buyer"), Seller hereby transfers, sells, conveys, assigns, and delivers to Buyer, for successors and assigns, all accounts receivable, notes, drafts, and other instruments, in the form of the accounts as set forth in the Notification of Sale, as defined in the Agreement and Account Sales Agreement dated 04/20/23, delivered by Seller to Buyer on or about the 20th day of April, 2023, and as further described in the Agreement.

The aggregate Sale Balance of the accounts of the Transfer Date was [REDACTED]

Synchrony Bank

By: Lynne Fisher 5/2/2023
Title: VP, ACCOUNT OPERATIONS

PMS Holding, LLC

By: Lynne Fisher 5/2/2023
Title: VP, ACCOUNT OPERATIONS

Synchrony Card Partners, LLC

By: Lynne Fisher 5/2/2023
Title: VP, ACCOUNT OPERATIONS

Retail Finance Credit Services, LLC

By: Lynne Fisher 5/2/2023
Title: VP, ACCOUNT OPERATIONS

Transfer and Assignment

Notwithstanding to whom the Assets are sold, sold, transferred, assigned, or otherwise disposed of, the applicable law, hereby transfers, sells, assigns, conveys, grants, and delivers to CLVNV Funding LLC ("CLVNV") all of its right, title and interest in and to the receivables and other assets (the "Assets") identified on Exhibit A, in the Receivable File dated April 22, 2023 delivered by Synchrony Bank on April 27, 2023 for purchase by RALIC on April 27, 2023. The transfer of the Assets included electronically stored business records.

Dated: April 17, 2023

Reorganize Acquisitions LLC
a Delaware Limited Liability Company

By: 

Name: Jackson Walker

Title: Authorized Representative

Dated: April 27, 2023

CLVNV Funding LLC
a Delaware Limited Liability Company

By: 

Name: David Pivnick

Title: Authorized Representative

EXHIBIT 16

No. 0235 P. 18

Synchrony Bank
P.O. Box 965033
Orlando, FL 32896-5033

9807

06/14/2020

JEREMY M MOORE
1511 BONNIE LN
CAMANO ISLAND WA 98282-7611

Account Number Ending In: 0447

Dear JEREMY M MOORE,

We are contacting you regarding the CARECREDIT/SYNCHRONY BANK account referenced above. The current balance on your CARECREDIT/SYNCHRONY BANK account as of 06/12/20, including interest and fees, is \$2851.78.

As discussed in our recent telephone conversation regarding your account, if we receive all the payments set forth below by the indicated dates, we will consider this account settled for less than the full balance. We will forgive the difference between the total of payments set forth below and the current balance on your account. We will report the account to the major consumer reporting agencies as "Account paid in full for less than the full balance". This description may vary by consumer reporting agency, and it may take up to 60 days after the payment is received for this update to appear on your personal credit report.

Payment amount of \$329.38 due by 06/26/20.
Payment amount of \$329.38 due by 07/27/20.
Payment amount of \$339.36 due by 08/27/20.

You will continue to receive monthly billing statements until the settlement agreement has been completed. If we fail to receive the above payments by the indicated dates, the account will not be settled pursuant to this arrangement. If you have any questions, please call the phone number listed below. If you have already paid the agreed upon settlement or paid through an alternate payment method, disregard payment instructions.

Sincerely,

Synchrony Bank
1-877-475-5179

NOTICE: 5302 9888 104 07 200614 PAGE 00001 OF 00001 8537 00009807

This is an attempt to collect a debt and any information obtained will be used for that purpose.
Account is owned by Synchrony Bank

Feb. 14. 2025 11:46AM

EXHIBIT 17

No. 0235 P. 19



National Debt Relief
PO Box 2011
New York, NY 10272

T 888-660-7427
F 888-688-3291
nationaldebtrelief.com

June 16th, 2023

DS-1369130

Dear Jeremy Moore,

Please find below some of your creditors information, status and payments, as per your request:

	CREDITOR NAME	ACCOUNT NO	ORIGINAL BALANCE	STATUS	SETTLEMENT AMOUNT
A	SYNCB/CARE CREDIT	601918362925	\$2,403.00	Paid in Full	\$973.68
B	SYNCB/CARE CREDIT	601918346632	\$2,418.00	Paid in Full	\$998.12

Payment Date	Amount Display	PSTabCreditorName	Type	Status
06-25-2020	\$329.38	SYNCB/CARE CREDIT(6632)	Creditor	Cleared
06-25-2020	\$360.45	SYNCB/CARE CREDIT(2925)	PB Fee	Cleared
06-25-2020	\$321.31	SYNCB/CARE CREDIT(2925)	Creditor	Cleared
06-25-2020	\$362.70	SYNCB/CARE CREDIT(6632)	PB Fee	Cleared
07-26-2020	\$329.38	SYNCB/CARE CREDIT(6632)	Creditor	Cleared
07-26-2020	\$321.31	SYNCB/CARE CREDIT(2925)	Creditor	Cleared
08-26-2020	\$339.36	SYNCB/CARE CREDIT(6632)	Creditor	Cleared
08-26-2020	\$331.06	SYNCB/CARE CREDIT(2925)	Creditor	Cleared

Let us know if there is anything else we can do for you. It was our pleasure assisting you.

Sincerely,

Client Success Team
National Debt Relief
888-660-7427

Orig. Acct Number B: 6019183466320457
A: 6019183629257700

Proof of Payments

Feb. 14. 2025 11:47AM

No. 0235 P. 20


NATIONAL
— DEBT RELIEF —

National Debt Relief
PO Box 2011
New York, NY 10272

T 888-660-7427
F 888-688-3291
nationaldebtrelief.com

July 25, 2023

DS-1369130

Dear Jeremy Moore,

Below is a list of your deposit schedule. *Please keep in mind that your deposit schedule is an estimate and can be impacted by several factors.*

Payment Date	Amount Display	Creditor Name	Type	Status
2/7/2020	\$9.52		Gitmeid Legal Security	Cleared
3/1/2020	\$12.00		Gitmeid Legal Security	Cleared
4/1/2020	\$12.00		Gitmeid Legal Security	Cleared
5/1/2020	\$12.00		Gitmeid Legal Security	Cleared
6/1/2020	\$12.00		Gitmeid Legal Security	Cleared
6/25/2020	\$329.38	SYNCB/CARE CREDIT(6632)	Creditor	Cleared
6/25/2020	\$139.21	SYNCB/CAR CARE SYN CAR(1915)	PB Fee	Cleared
6/25/2020	\$229.36	SYNCB/CAR CARE SYN CAR(1915)	Creditor	Cleared
6/25/2020	\$360.45	SYNCB/CARE CREDIT(2925)	PB Fee	Cleared
6/25/2020	\$321.31	SYNCB/CARE CREDIT(2925)	Creditor	Cleared
6/25/2020	\$362.70	SYNCB/CARE CREDIT(6632)	PB Fee	Cleared
7/1/2020	\$12.00		Gitmeid Legal Security	Cleared
7/26/2020	\$329.38	SYNCB/CARE CREDIT(6632)	Creditor	Cleared
7/26/2020	\$229.36	SYNCB/CAR CARE SYN CAR(1915)	Creditor	Cleared
7/26/2020	\$321.31	SYNCB/CARE CREDIT(2925)	Creditor	Cleared
8/1/2020	\$12.00		Gitmeid Legal Security	Cleared
8/26/2020	\$339.36	SYNCB/CARE CREDIT(6632)	Creditor	Cleared
8/26/2020	\$236.30	SYNCB/CAR CARE SYN CAR(1915)	Creditor	Cleared
8/26/2020	\$331.06	SYNCB/CARE CREDIT(2925)	Creditor	Cleared
9/1/2020	\$12.00		Gitmeid Legal Security	Cleared
9/24/2020	\$95.69	SYNCB/CAR CARE SYN CAR(1915)	PB Fee	Cleared
9/30/2020	\$15.00	COMENITY BANK/LNBRYANT(3907)	Creditor	Cleared
9/30/2020	\$136.50	COMENITY BANK/LNBRYANT(3907)	PB Fee	Cleared
9/30/2020	\$15.00	COMENITYCB/GOODSAMVISA(0811)	Creditor	Cleared
9/30/2020	\$231.00	COMENITYCB/GOODSAMVISA(0811)	PB Fee	Cleared
10/1/2020	\$12.00		Gitmeid Legal Security	Cleared
10/30/2020	\$15.00	COMENITY BANK/LNBRYANT(3907)	Creditor	Cleared
10/30/2020	\$15.00	COMENITYCB/GOODSAMVISA(0811)	Creditor	Cleared
11/1/2020	\$12.00		Gitmeid Legal Security	Cleared
11/30/2020	\$15.00	COMENITY BANK/LNBRYANT(3907)	Creditor	Cleared
11/30/2020	\$15.00	COMENITYCB/GOODSAMVISA(0811)	Creditor	Cleared

Feb. 14. 2025 11:47AM

EXHIBIT 18

No. 0235 P. 15

Synchrony Bank
P.O. Box 71782
Philadelphia, PA 19176-1782

F103
15094

04/30/2023

JEREMY MOORE
1511 BONNIE LN
CAMANO ISLAND, WA 98282-7611



RE: CareCredit
Account Number: 60191xxxxxx0447
Account Balance at Time of Sale: 1,956.95

Dear JEREMY MOORE,

This letter is to inform you that the above-referenced account was sold to Resurgent Acquisitions LLC on 04/22/2023. If you have any questions about this account, please contact:

Resurgent Acquisitions LLC
PO Box 10497, MS 576,
Greenville, SC 29603
888-665-0374
www.resurgent.com

Sincerely,

Synchrony Bank

COUR516C 5956 5002 304 07 250430 PAGE 00001 OF 00001

15094

0-0

Feb. 14. 2025 11:45AM

SOLDLTR2

2 and 5/5

EXHIBIT 19

No. 0235 P. 17
 Resurgent Capital Services
 P.O. Box 1269
 Greenville, SC 29603
 www.Resurgent.com
 (888)665-0374 from 8-9 Monday-Thursday
 8-7 Friday and 9-5 Saturday-Sunday

Today's Date: May 4, 2023

To: JEREMY MOORE
 1511 BONNIE LN
 CAMANO ISLAND, WA 98282-7611

Reference: 762796360

Resurgent Capital Services is a debt collector. We are trying to collect a debt that you owe to LVNV Funding LLC. We will use any information you give us to help collect the debt.

Our Information shows:

You had an account from
 Synchrony Bank
 with account number ending in 0447.

As of July 14, 2020, you owed:	\$2,625.69
Between July 14, 2020 and today:	
You were charged this amount in interest: +	\$0.00
You were charged this amount in fees: +	\$0.00
You paid or were credited this amount toward the debt: -	\$668.74
Total amount of the debt now:	\$1,956.95

How can you dispute the debt?

- Call or write to us by June 8, 2023, to dispute all or part of the debt. If you do not, we will assume that our information is correct.
- If you write to us by June 8, 2023, we must stop collection on any amount you dispute until we send you information that shows you owe the debt. You may use the form below or write to us without the form. You may also include supporting documents.

What else can you do?

- Write to ask for the name and address of the original creditor, if different from the current creditor. If you write by June 8, 2023, we must stop collection until we send you that information. You may use the form below or write to us without the form.
- Go to www.cfpb.gov/debt-collection to learn more about your rights under federal law. For instance, you have the right to stop or limit how we contact you.
- Contact us about your payment options.
- Póngase en contacto con nosotros para solicitar una copia de este formulario en español.

✂
 Mail this form to:

Resurgent Capital Services
 P.O. Box 1269
 Greenville, SC 29603

JEREMY MOORE
 1511 BONNIE LN
 CAMANO ISLAND, WA 98282-7611

How do you want to respond?

Check all that apply:

- ☒ I want to dispute the debt because I think:
- ☒ This is not my debt.
 - ☒ The amount is wrong.
 - ☐ Other (please describe on reverse or attach additional information).
- ☐ I want you to send me the name and address of the original creditor.

☐ I enclosed this amount: \$

Make your check payable to Resurgent Capital Services. Include the reference number 762796360.

☐ Quiero este formulario en español.



Feb. 14. 2025 11:46AM

EXHIBIT 20

No. 0235 P. 16

PO Box 510090
Livonia MI 48151-6090



Group # 1



16019183466320447

FF1WT6T00Y00478



JEREMY M MOORE
1511 BONNIE LN
CAMANO ISLAND, WA 98282-7611

*Requested
PLF letter
5/8/23*

Account Number: *****0447
Original Creditor: Synchrony Bank
Original Placement Balance: \$1,956.95
Current Owner: LVNV Funding LLC
Reference ID: 762796360
Balance: \$1,956.95
Last Payment Date: 08/26/2020
Accountholder Name: Jeremy M Moore

May 04, 2023

Welcome Jeremy M Moore!

Faced 5/12/23 12:11

Your account has a new home with Resurgent Capital Services L.P..

We're reaching out today to provide an important update on your account's status. Your above-referenced account was sold on 04/27/2023 and the new owner is LVNV Funding LLC. Effective 05/03/2023, LVNV Funding LLC placed your account with Resurgent Capital Services L.P. for servicing.

Resurgent Capital Services L.P. is an industry leader with 20+ years of experience helping millions of customers like you resolve past-due obligations regardless of their current financial situation.

We know people need flexibility, so we're pleased to offer you multiple ways to communicate. No matter which way you choose, you can review account information and customize payment options.

- Our online portal is available 24/7 at Resurgent.com
- Our friendly and professional customer care team would be pleased to discuss your options at 1-866-559-6647

You can expect to hear from us over the coming weeks via email. Scan the QR code below for more information.



Done

For further assistance, please contact one of our professional account managers toll free at 1-866-559-6647.

continued on next page



Hours of Operation
8:00AM-9:00PM EST
Monday - Thursday
8:00AM-7:00PM EST
Friday
9:00AM-5:00PM EST
Saturday



General Disputes/Correspondence
PO Box 10497
Greenville, SC 29603-0497
Credit Bureau Disputes
PO Box 1269
Greenville, SC 29602



Contact Numbers
Toll Free Phone
1-866-559-6647
Toll Free Fax
1-866-467-0163



Customer Portal
Resurgent.com

Feb. 14, 2025 11:45AM

PHWT6T00Y00478004780104E0400

28924270-HLOWLM-IR

EXHIBIT 21

No. 0235 P. 14 -

PO Box 510090
Livonia MI 48151-6090



PH201103P01890

JEREMY MOORE
1511 BONNIE LN
CAMANO ISLAND, WA 98282-7611

Account Number: *****0447
Original Creditor: Synchrony Bank
Original Placement Balance: \$1,956.95
Current Owner: LVNV Funding LLC
Reference ID: 762796360
Balance: \$1,956.95
Last Payment Date: 08/26/2020
Accountholder Name: Jeremy M. Moore

May 16, 2023

Dear Jeremy Moore,

Resurgent Capital Services L.P. manages the above referenced account for LVNV Funding LLC and has initiated a review of the inquiry recently received.

For further assistance, please contact one of our Customer Service Representatives toll-free at 1-866-464-1187.

Sincerely,

Resurgent Capital Services L.P.

Please read the following important notices as they may affect your rights.

This is an attempt to collect a debt and any information obtained will be used for that purpose. This communication is from a debt collector.

Washington Residents: Our address is 55 Beattie Place, Suite 110, Greenville, SC 29601

As of the date of this letter the balance owed is \$1,956.95, which includes \$0.00 of interest.



Hours of Operation
8:00AM-9:00PM EST
Monday - Thursday
8:00AM-7:00PM EST
Friday
9:00AM-5:00PM EST
Saturday - Sunday



General Disputes/Correspondence
PO Box 10497
Greenville, SC 29603-0497
Credit Bureau Disputes
PO Box 1269
Greenville, SC 29602



Contact Numbers
Toll Free Phone
1-866-464-1187
Toll Free Fax
1-866-467-0163



Customer Portal
Resurgent.com



-Feb. 14, 2025 11:45AM

PH201103P0189001890010180400

29265941-INITIAL-CS

EXHIBIT 22

No. 0235 P. 12

PO Box 510090
Livonia MI 48151-6090



P1029V00U00131

JEREMY MOORE
1511 BONNIE LN
CAMANO ISLAND, WA 98282-7611

Account Number	*****0447
Original Creditor	Synchrony Bank
Original Placement Balance	\$1,956.95
Current Owner	L.V.N.V. Funding, LLC
Reference ID	762796360
Balance	\$1,956.95
Accountholder Name	Jeremy M. Moore

May 22, 2023

Dear Jeremy Moore,

We have received a recent inquiry regarding the above-referenced account and have enclosed the account summary which provides verification of debt.

For further assistance, please contact one of our Customer Service Representatives toll-free at 1-866-464-1187.

Sincerely,

Resurgent Capital Services L.P.

Enclosure

Please read the following important notices as they may affect your rights.
This is an attempt to collect a debt and any information obtained will be used for that purpose. This communication is from a debt collector.

Washington Residents: Our address is 55 Beattie Place, Suite 110, Greenville, SC 29601



Hours of Operation
8:00AM-9:00PM EST
Monday - Thursday
8:00AM-7:00PM EST
Friday
9:00AM-5:00PM EST
Saturday - Sunday



General Disputes/Correspondence
PO Box 10497
Greenville, SC 29603-0497
Credit Bureau Disputes
PO Box 1269
Greenville, SC 29602



Contact Numbers
Toll Free Phone
1-866-464-1187
Toll Free Fax
1-866-467-0163



Customer Portal
Resurgent.com

Feb. 14, 2025 11:44AM

P1029V00U00131001310103M0400

29552477-VERACS-CS

CARECREDIT/SYNCHRONY BANK

JEREMY M MOORE
Account Number : 6019 1834 6632 0447
Statement Closing Date: 07/14/2020

No. 0235 P. 13

Summary of Account Activity		Payment Information	
Previous Balance	\$2,915.07	New Balance	\$0.00
+ New Purchases	\$0.00	Total Minimum Payment Due	\$623.62
- Payments	\$329.38	Payment Due Date	07/17/2020
+/- Credits, Fees & Adjustments (net)	(\$2,585.69)	PAYMENT DUE BY 5 P.M. EASTERN ON THE DUE DATE.	
+/- Interest Charge (net)	\$0.00	We may convert your payment into an electronic debit. See reverse side.	
New Balance	\$0.00	Late Payment Warning: If we do not receive your Total Minimum Payment Due by the Payment Due Date listed above, you may have to pay a late fee up to \$40.00.	
Credit Limit	\$3,000.00		
Available Credit	\$0.00		
Days in Billing Period	28		
Pay online for free at: mysynchrony.com For Synchrony Bank customer service or to report your card lost or stolen, call (1-866-893-7864).			
Best times to call are Wednesday - Friday.			

Transaction Summary			Amount
Trans Date	Post Date	Reference Number	Description
07/08/2020	07/08/2020	8534812JEFFG6GW4D	PAYMENT - THANK YOU (\$329.38)
07/14/2020	07/14/2020	F907200JL000FR447	CHARGE OFF ACCOUNT-PRINCIPALS (\$885.77)
07/14/2020	07/14/2020		CHARGE OFF ACCOUNT-INTEREST (\$1,639.92)
			CHARGE
			FEES \$40.00
			LATE FEE \$40.00
07/09/2020	07/09/2020		TOTAL FEES FOR THIS PERIOD
			INTEREST CHARGED \$0.00
			INTEREST CHARGE ON PURCHASES \$0.00
07/14/2020	07/14/2020		TOTAL INTEREST FOR THIS PERIOD
2020 Totals - Year to Date			
Total Fees Charged in 2020			\$275.00
Total Interest Charged in 2020			\$350.92
Total Interest Paid in 2020			\$218.01

Interest Charge Calculation				
Type of Balance	Expiration Date	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Interest Charge
Purchases	NA	25.99%	\$0.00	\$0.00

Cardholder News & Information

In order to protect your account privacy, we are unable to provide account information to anyone other than the cardholder(s) or an authorized party. If you wish to permit us to speak to an authorized party such as a spouse about your account, please send written authorization to the General Inquiries address.

You can pay your bill online or over the phone. We noticed you've been enjoying our easy paperless payment options, so we will no longer be including return envelopes. You can make things even easier by selecting the paperless statement option on your account online.

Statement not provided to customer.

* NOTICE: See reverse side and additional pages (if any) for important information concerning your account.

5702 0001 1 10 2407714 20 VACU 1 of 1 9072 3400 C633 01DC5302
Pay online at mysynchrony.com or enclose this coupon with your check. Please use blue or black ink.

Total Minimum Payment Due	Past Due Amount	Payment Due Date	New Balance	Account Number
\$623.62	\$0.00	07/17/2020	\$0.00	6019 1834 6632 0447

Payment Enclosed : \$

☐ New address or e-mail?
Check the box at left and print changes on back

Payment due includes \$ 0.00 past due. Please pay the past due amount PROMPTLY.

JEREMY M MOORE
1511 BONNIE LN
CAMANO ISLAND WA 98282-7611

Make Payment to: SYNCHRONY BANK
PO BOX 960081
ORLANDO, FL 32896-0081



Feb. 14. 2025 11:44AM

PI029V00L0013100131020360000

EXHIBIT 23

No. 0235 P. 11

PO Box 510090
Livonia MI 48151-6090



Chapman



P12RJ001401857



JEREMY MOORE
1511 BONNIE LN
CAMANO ISLAND, WA 98282-7611

Account Number *****0447
Original Creditor: Synchrony Bank
Original Placement Balance: \$1,956.95
Current Owner: EVNV Funding LLC
Reference ID: 762796360
Balance: \$1,956.95
Accountholder Name: Jeremy M Moore

June 06, 2023

Dear Jeremy Moore,

We have reviewed the financial transaction history of this account and were unable to validate your claim. If you wish for us to further investigate your dispute, please provide any documentation supporting your claim or contact our customer service department at the toll-free number provided.

Supporting documentation can be sent to the following fax number:

Attention: Customer Service Department
1-866-467-0163

Or by mail to the following address:

Resurgent Capital Services L.P.
Attention: Customer Service Department
PO Box 10497
Greenville, SC 29603

For further assistance, please contact one of our Customer Service Representatives toll-free at 1-866-464-1187.

Sincerely,

Resurgent Capital Services L.P.

*Submitted to NDR
6/6/23 536pm*

Please read the following important notices as they may affect your rights.

This is an attempt to collect a debt and any information obtained will be used for that purpose. This communication is from a debt collector.

Washington Residents: Our address is 55 Beattie Place, Suite 110, Greenville, SC 29601



Hours of Operation
8:00AM-9:00PM EST
Monday - Thursday
8:00AM-7:00PM EST
Friday
9:00AM-5:00PM EST
Saturday - Sunday



General Disputes/Correspondence
PO Box 10497
Greenville, SC 29603-0497
Credit Bureau Disputes
PO Box 1269
Greenville, SC 29602



Contact Numbers
Toll Free Phone
1-866-464-1187
Toll Free Fax
1-866-467-0163



Customer Portal
Resurgent.com



Feb. 14. 2025 11:43AM

P12RJ00140185701857010140400

29997586-BALINSUF-CS

EXHIBIT 24

UNIFIN

Unifin, Inc.
PO BOX 1608
Skokie, IL 60076
(888) 572-3987
<https://offer.unifinrs.com/>
Email: myaccount@unifininc.com

Jeremy M Moore
1511 BONNIE LN
Camano Island, WA 98282-7611

No. 0235
P. 8

July 31, 2023

Dear Jeremy M Moore:
Your past due account has been referred to our agency for collection. This communication is from a debt collector. This is an attempt to collect a debt. Any information obtained will be used for that purpose.

All or write to us by September 6, 2023, to dispute all or part of the debt. If you do not, we will assume that our information is correct. If you write to us by September 6, 2023, we must stop collection on any amount you dispute until we send you information that shows you owe the debt. Write to ask for the name and address of the original creditor, if different from the current creditor. If you write by September 6, 2023, we must stop collection until we send you that information. You may use the form below or write to us without the form. You may so include supporting documents. We accept disputes and other requests electronically at myaccount@unifininc.com.
Here are several options we can currently offer.

1 payment of \$1369.87 to resolve your account in full for \$1369.87.	3 consecutive monthly payments of \$554.47 to resolve your account in full for \$1663.41	12 consecutive monthly payments of \$163.07 to pay your balance in full
---	--	---

To take advantage of one of these offers, please have payment (or first payment) in our office within 45 days from July 31, 2023. We are not obligated to renew any offers provided.

Sincerely,
Unifin Management

Account Summary	
Unifin Reference Number	0040672523
Original Account Number	*****0447
Current Creditor	LVNV Funding LLC
Original Creditor	Synchrony Bank
Debt Description	Care Credit
Itemization Creditor	Synchrony Bank
Itemization Date	07/14/2020
Balance as of 07/14/2020	\$2625.69
Between 07/14/2020 and today:	
You were charged this amount in interest:	\$0.00
You were charged this amount in fees:	\$0.00
You paid or were credited this amount toward the debt:	\$668.74
Total Amount of Debt Now	\$1956.95

Sent Dishnet
8/17/23

Notice: See reverse side for important information. All written correspondence must be sent to the following address: Unifin, Inc. PO BOX 1608, SKOKIE, IL 60076-1608

How do you want to respond?

Check all that apply:

☒ I want to dispute the debt because I think:

- ☐ This is not my debt.
☐ The amount is wrong.
☐ Other (please describe on reverse or attach additional information).

☐ I want you to send me the name and address of the original creditor.

☐ I enclosed this amount: \$

Make your check payable to Unifin, Inc. Include the reference number 0040672523.

☐ Quiero este formulario en español

PO BOX 1608
SKOKIE, IL 60076-1608



Jeremy M Moore
1511 BONNIE LN
Camano Island, WA 98282-7611

Mail this form to:
UNIFIN, INC.
PO BOX 1608
SKOKIE, IL 60076-1608

Feb. 14. 2025 11:42AM

These offers do not in any way affect your right to dispute the debt or to request validation of this debt in writing during the period described on the front of this letter, as is described above. If you do not accept one of these offers, you are not giving up any of your rights regarding this debt. The offers are subject to your rights to dispute or request validation of the debt as described above.

No. 0235 I have the right to request the following information: Original account number or redacted account number assigned to the debt; date of the last payment; and an itemized statement which shall include a) the name and address of the medical creditor; b) the date, dates, or date range of service; c) the health care services provided to the patient as indicated by the health care provider in a statement provided to the licensee; d) the amount of principal for any medical debt or debts incurred; e) any adjustment to the bill, such as negotiated insurance rates or other discounts; f) the amount of any payments received, whether from the patient or any other party; g) any interest or fees; and h) whether the patient was found eligible for charity care or other reductions and, if so, the amount due after all charity care and other reductions have been applied to the itemized statement.

Address licensed to do business: 5996 W. Touhy Ave. Ste 2000, Niles, IL 60714

This account meets our client's guidelines for consideration of placement with a law firm. We are not attorneys, and as of this date, no attorney has reviewed the particular circumstances of this account to determine whether a lawsuit should be filed against you.

If we can resolve this account, it will not be considered for placement with a law firm. We are committed to working with our client's customers to resolve outstanding obligations and avoid potential law firm placement review.

If you pay your account in full or resolve the account for less than the full balance and if the client is reporting the account, they will request a deletion of their credit bureau tradeline. Please note, this applies only to the tradeline reported by LVNV Funding LLC and will not affect the tradeline of the original creditor or any other third party.

Office hours are: Monday-Thursday
8am-7pm | Friday 8am-5pm (All times
are Central Standard Time - CST) Our
fax number is 847-897-3158 or email
us at: myaccount@unifins.com.

Feb. 14. 2025 11:43AM

PRIVACY NOTICE

This Privacy Notice is being provided on behalf of each of the following related companies (collectively, the "Resurgent Companies"). It describes the general policy of the Resurgent Companies regarding the personal information of customers and former customers.

Ashley Funding Services LLC
CACH, LLC
CACV of Colorado, LLC
East Bay Funding LLC
East Bay Holdings LLC

LVNY Funding, LLC
Pinnacle Credit Services, LLC
PYOD LLC
Resurgent Acquisitions LLC
Resurgent Capital Services L.P.
Resurgent Funding LLC

Resurgent Receivables LLC
SFG REO, LLC
Sherman Acquisition L.L.C.
Sherman Originator LLC
Sherman Originator III LLC

Information We May Collect. The Resurgent Companies may collect the following personal information: (1) information that we receive from your account file at the time we purchase or begin to service your account, such as your name, address, social security number, and assets; (2) information that you may give us through discussion with you, or that we may obtain through your transactions with us, such as your income and payment history; (3) information that we receive from consumer reporting agencies, such as your creditworthiness and credit history, and (4) information that we obtain from other third party information providers, such as public records and databases that contain publicly available data about you, such as bankruptcy and mortgage filings. All of the personal information that we collect is referred to in this notice as "collected information".

Confidentiality and Security of Collected Information. At the Resurgent Companies, we restrict access to collected information about you to individuals who need to know such collected information in order to perform certain services in connection with your account. We maintain physical safeguards (like restricted access), electronic safeguards (like encryption and password protection), and procedural safeguards (such as authentication procedures) to protect collected information about you.

Sharing Collected Information with Affiliates From time to time, the Resurgent Companies may share collected information about customers and former customers with each other in connection with administering and collecting accounts to the extent permitted under the Fair Debt Collection Practices Act or applicable state law.

Sharing Collected Information with Third Parties The Resurgent Companies do not share collected information about customers or former customers with third parties, except as permitted in connection with administering and collecting accounts under the Fair Debt Collection Practices Act and applicable state law.

No. 0235 P. 10

Feb. 14, 2025 11:43AM

EXHIBIT 25

P. 21
Moore, Keirsten D

No. 0235
From: Keirsten Moore <camanoislanderx2@yahoo.com>
Sent: Friday, February 14, 2025 10:43 AM
To: Moore, Keirsten D
Subject: Fw: Your Account Ending in 0447

EXTERNAL EMAIL - Please be careful with links and attachments.

Sent from Yahoo Mail for iPhone

Begin forwarded message:

On Thursday, September 12, 2024, 2:28 PM, Credit Control LLC. <TPN1@notice.credit-control.com> wrote:

Unsubscribe

Hi Jeremy M,

Maybe you can't afford to pay the full balance of \$1,956.95 that is due on your Care Credit account all at once, but that's okay because we do offer payment plans. This allows you the opportunity to pay at your own pace with affordable payments until your account is cleared!

CREDITCONTROL.

You Have Options!

In a matter of moments, you can start with a customizable plan.

Simply click the Get Started button below or call 888-532-1038 and speak to one of our friendly representatives who can help you set that up.

GET STARTED

Your Account Information

Current Creditor: LVNV Funding LLC
Original Creditor: Synchrony Bank
Re: Care Credit
Reference Number: 47661460
Original Account Number: #####0447
Account Balance: \$1,956.95

Feb. 14. 2025 11:47AM

No. 0235 P. 22

Ways To Pay

- Make a payment by visiting our website at www.credit-control.com.
- Call us toll-free at 888-532-1038 to make a payment or discuss payment arrangements. Calls are recorded and may be monitored. You may ask for Mike Riley.
- Submit payment via U.S. mail to PO BOX 100 HAZELWOOD MO 63042. Include the Reference # in the memo section.

Credit Control, LLC
www.credit-control.com
3300 Rider Trail S. Suite 500, Earth City, MO 63045
Hours of Operation (ET): M - TH 9a.m. - 6p.m. F 8a.m. - 5p.m.
Phone: 888-532-1038

If you wish to stop receiving email communication for this account, please click unsubscribe at the bottom of this message.

This communication from a debt collector is an attempt to collect a debt. Any information obtained will be used for that purpose.

It is the policy of the current creditor to delete the tradeline upon satisfaction. Please note, this applies only to the tradeline reported by LVNV Funding LLC and will not affect the tradeline of the original creditor or any other third party.

ENTR

[Unsubscribe](#)

Feb. 14. 2025 11:48AM

EXHIBIT 26

Moore, Keirsten D

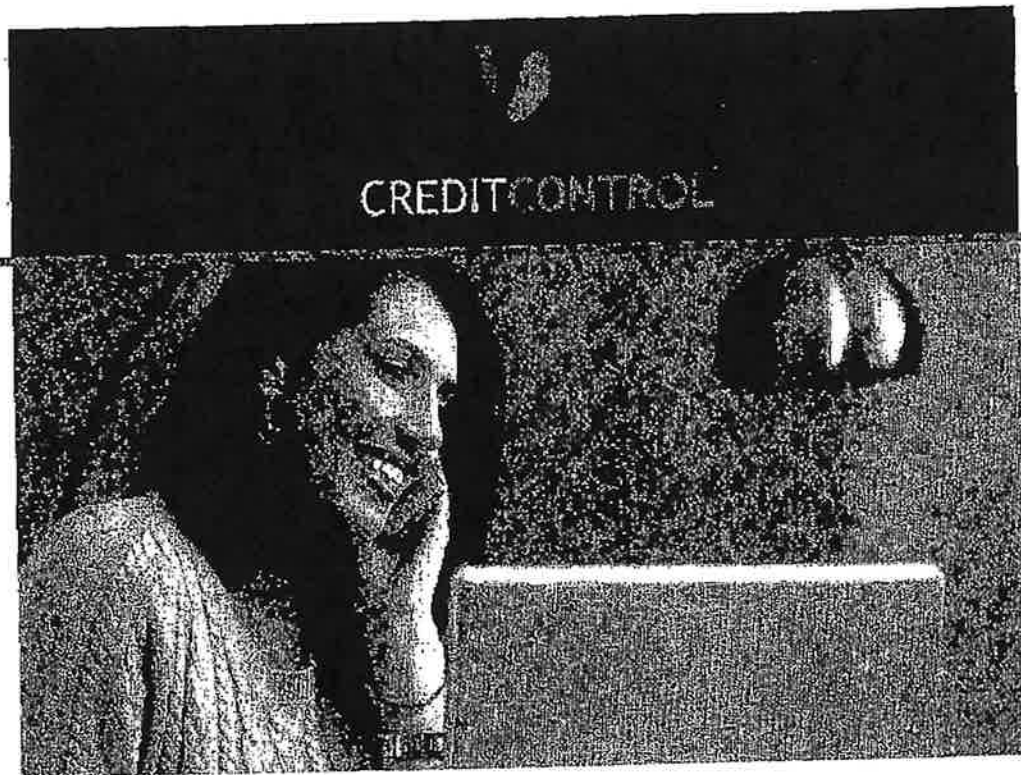
No. 0235
P. 23
From: Keirsten Moore <camanoislander2@yahoo.com>
Sent: Friday, February 14, 2025 11:14 AM
To: Moore, Keirsten D
Subject: Fw: We can make it easier for you Jeremy M

EXTERNAL EMAIL - Please be careful with links and attachments.

Sent from Yahoo Mail for iPhone

Begin forwarded message:

On Thursday, October 10, 2024, 2:10 PM, Credit Control LLC. <TPN1@notice.credit-control.com> wrote:



Let's connect!

Hello Jeremy M,

Feb. 14. 2025 11:48AM

No. 0235 P. 24

We're here to work with you one on one to create an individual payment plan that fits your schedule. We have been authorized to help you make payments toward your Care Credit account and get back on track with a design that works for you.

The next step is easy. Just click below or call us at 888-532-1038 and we can answer any questions you have to get started on a payment plan.



Your Account Information:

Current Creditor: LVNV Funding LLC

Original Creditor: Synchrony Bank

Re: Care Credit

Reference Number: 47661460

Original Account Number: #####C447

Account Balance: \$1,956.95

Credit Control, LLC

www.credit-control.com

3300 Rider Trail S. Suite 500, Earth City, MO 63045

Hours of Operation (ET): M - TH 9a.m. - 6p.m. F 8a.m. - 5p.m.

Phone: 888-532-1038

If you wish to stop receiving email communication for this account, please click unsubscribe at the bottom of this message.

This communication from a debt collector is an attempt to collect a debt. Any information obtained will be used for that purpose.

It is the policy of the current creditor to delete the tradeline upon satisfaction. Please note, this applies only to the tradeline reported by LVNV Funding LLC and will not affect the tradeline of the original creditor or any other third party.

EPR

[Unsubscribe](#)

Feb. 14. 2025 11:49AM

EXHIBIT 27

P. 25
Moore, Keirsten D

No. 0235
From: Keirsten Moore <camanoislanderx2@yahoo.com>
Sent: Friday, February 14, 2025 11:15 AM
To: Moore, Keirsten D
Subject: Fw: Your payment plan is ready for you Jeremy M

EXTERNAL EMAIL - *Please be careful with links and attachments.*

Sent from Yahoo Mail for iPhone

Begin forwarded message:

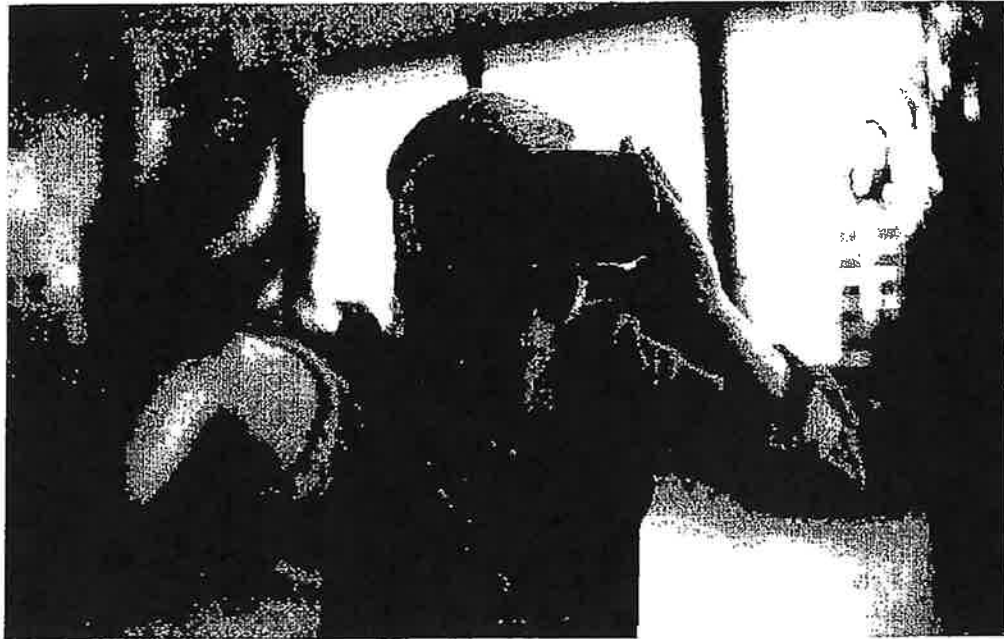
On Wednesday, October 23, 2024, 2:18 PM, Credit Control LLC. <TPNI@notice.credit-control.com> wrote:

CREDITCONTROL

Your journey to financial freedom is
Within Reach!

Feb. 14. 2025 11:49AM

No. 0255 P. 26



Make your financial wellness a reality.

You have all the tools; you have all the options. Create a customized payment plan to pay off your Care Credit debt by clicking the button below.

LAUNCH YOUR PLAN

Your Account Information:

Current Creditor: LVNV Funding LLC
Original Creditor: Synchrony Bank
Re: Care Credit
Reference Number: 47661460
Original Account Number: #####0447
Account Balance: \$1,956.95

Credit Control, LLC

www.credit-control.com

3300 Rider Trail S. Suite 500, Earth City, MO 63045

Hours of Operation (ET): M - TH 9a.m. - 6p.m. F 8a.m. - 5p.m.

Phone: 888-532-1038

If you wish to stop receiving email communication for this account, please click unsubscribe at the bottom of this message.

This communication from a debt collector is an attempt to collect a debt. Any information obtained will be used for that purpose.

It is the policy of the current creditor to delete the tradeline upon satisfaction. Please note, this applies only to the tradeline reported by LVNV Funding LLC and will not affect the tradeline of the original creditor or any other third party.

Feb. 14. 2025 11:49AM

Feb. 14. 2025 11:50AM

No. 0235 P. 27

Unsubscribe

3

EPRC

EXHIBIT 28

P. 28
No. 0235

Moore, Keirsten D

From: Keirsten Moore <camanoislanderx2@yahoo.com>
Sent: Friday, February 14, 2025 11:16 AM
To: Moore, Keirsten D
Subject: Fw: Do you know your options for your Resurgent account?

EXTERNAL EMAIL - Please be careful with links and attachments.

Sent from Yahoo Mail for iPhone

Begin forwarded message:

On Tuesday, November 5, 2024, 2:14 PM, Credit Control LLC. <TPN1@notice.credit-control.com> wrote:

[Get your discount](#)

[Unsubscribe](#)

You Deserve a Discount

Choose to save and enjoy some relief from your debt.

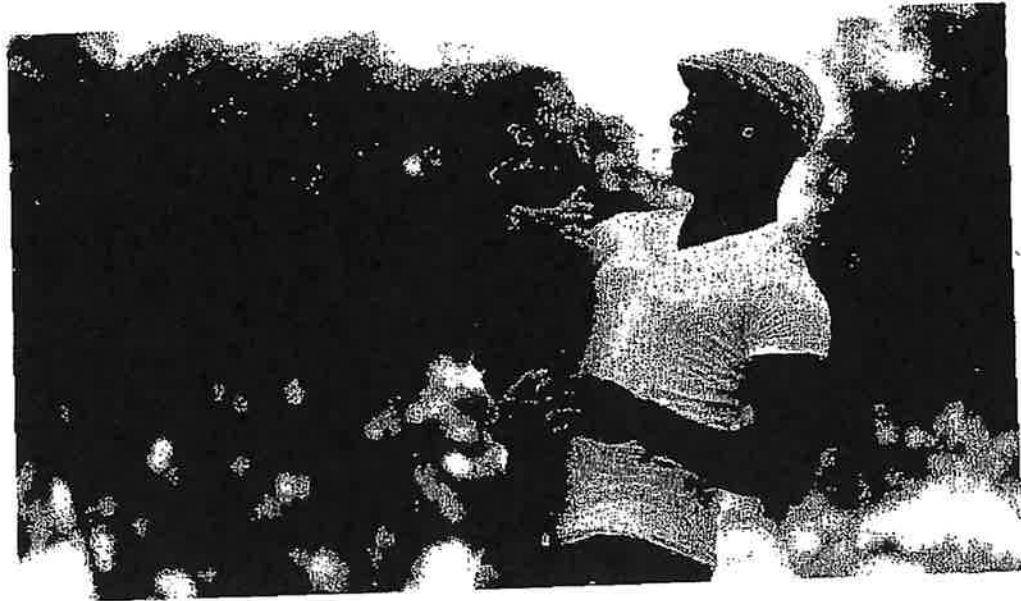
- Option 1: Resolve your account in 1 payment of \$783.00. You save \$1,173.95!
- Option 2: Resolve your account in 6 consecutive monthly payments of \$164.00. You save \$972.95!
- Option 3: Resolve your account in 12 consecutive monthly payments of \$98.00. You save \$780.95!

Upon completion of one of the options above your account will be considered settled. This offer will remain open until 11/19/2024. We are not obligated to renew this offer.

GET MY DISCOUNT

Feb. 14. 2025 11:50AM

No. 0235 P. 29



Would you rather speak with someone?
Give us a call at 888-532-1038 and we will help with your discount options.

888-532-1038

CREDIT CONTROL

Your Account Information

Current Creditor: LVNV Funding LLC
Original Creditor: Synchrony Bank
Re: Care Credit
Reference Number: 47661460
Original Account Number: #####0447
Account Balance: \$1,956.95

Credit Control, LLC

www.credit-control.com

3300 Rider Trail S. Suite 500, Earth City, MO 63045

Hours of Operation (ET): M - TH 9a.m. - 6p.m. F 9a.m. - 5p.m.

Phone: 888-532-1038

If you wish to stop receiving email communication for this account, please click unsubscribe at the bottom of this message.

This communication from a debt collector is an attempt to collect a debt. Any information obtained will be used for that purpose.

[Unsubscribe](#)

EE

Feb. 14, 2025 11:50AM

EXHIBIT 29

No. 0235 P. 3

PO Box 510090
Livonia MI 48151-6090



PKXMTK00103822

JEREMY MOORE
1511 BONNIE LN
CAMANO ISLAND, WA 98282-7611

Account Number: *****0447
Original Creditor: Synchrony Bank
Original Placement Balance: \$1,956.95
Current Owner: LVNV Funding LLC
Reference ID: 762796360
Balance: \$1,956.95
Last Payment Date: 08/26/2020
Account Holder Name: Jeremy M Moore

November 11, 2024

Dear Jeremy Moore,

Resurgent Capital Services L.P. manages the above referenced account for LVNV Funding LLC and has initiated a review of the inquiry recently received either directly or from Credit Control LLC, the current servicer of this account.

For further assistance, please contact one of our Customer Service Representatives toll-free at 1-866-464-1187.

Sincerely,

Resurgent Capital Services L.P.

Please read the following important notices as they may affect your rights.

This is an attempt to collect a debt and any information obtained will be used for that purpose. This communication is from a debt collector.

Washington Residents: Our address is 55 Beattie Place, Suite 110, Greenville, SC 29601

As of the date of this letter the balance owed is \$1,956.95, which includes \$0.00 of interest.

Feb. 14, 2025 11:40AM



Hours of Operation:
8:00AM-9:00PM EST
Monday - Thursday
8:00AM-7:00PM EST
Friday
9:00AM-5:00PM EST
Saturday - Sunday



General Disputes/Correspondence
PO Box 10497
Greenville, SC 29603-0497
Credit Bureau Disputes
PO Box 1269
Greenville, SC 29602



Contact Numbers
Toll Free Phone
1-866-464-1187
Toll Free Fax
1-866-467-0163



Customer Portal
Resurgent.com



PKXMTK00103822010110400

52717545-INITIAL-CS

Page 1

No. 0235 P. 4

ACCOUNT SUMMARY REPORT

This account summary has been prepared by Resurgent Capital Services on behalf of LVNV Funding LLC.
It is not a credit card or other account statement from the original creditor.

Borrower Information	Current Account Information
Name: JEREMY MOORE	Owner: LVNV Funding LLC
Address: 1511 Bonnie Ln	Resurgent Reference #: 762796350
City: Camano Island	Original Creditor: Synchrony Bank
State: WA	Account Number: XXXXXXXXXXXX0447
Zip Code: 98282-7611	Merchant: Cars Credit
	Current Balance Due: \$1956.95
	Date of Last Payment: 08/26/2020

Historical Account Information

The original creditor for this account was: Synchrony Bank
P.O. Box 105872
Atlanta, GA 30348

The origination date with original creditor was: 08/30/2016

The account charge-off date was: 07/14/2020

The account charge-off amount was: \$2,625.69

The account was acquired on or about: 04/27/2023

The account balance at time of acquisition: \$1,956.95

This communication is from a debt collector and this is an attempt to collect a debt. Any information obtained will be used for that purpose.



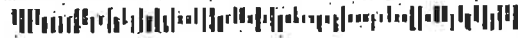
EXHIBIT 30

No. 0235 P. 5

PO Box 510090
Livonia MI 48151-6090



PKXUS00201377



JEREMY MOORE
1511 BONNIE LN
CAMANO ISLAND, WA 98282-7611

Account Number: *****0447
Original Creditor: Synchrony Bank
Original Placement Balance: \$1,956.95
Current Owner: LVNV Funding LLC
Reference ID: 762796360
Balance: \$1,956.95
Account Holder Name: Jeremy M Moore

November 13, 2024

Dear Jeremy Moore,

We have reviewed your claim regarding previous payments made on this account. However, after review of all information we have available regarding your account, we were unable to validate your claim. If this account was previously paid or satisfied in full, please provide a copy of the offer letter, cancelled check(s), and/or confirmation of payment in full.

Supporting documentation can be sent to the following fax number:

Attention: Customer Service Department
1-866-467-0163

Or by mail to the following address:

Resurgent Capital Services L.P.
Attention: Customer Service Department
PO Box 10497
Greenville, SC 29603

For further assistance, please contact one of our Customer Service Representatives toll-free at 1-866-464-1187.

Sincerely,

Resurgent Capital Services L.P.

continued on next page



Hours of Operation
8:00AM-9:00PM EST
Monday - Thursday
8:00AM-7:00PM EST
Friday
9:00AM-5:00PM EST
Saturday - Sunday



General Disputes/Correspondence
PO Box 10497
Greenville, SC 29603-0497
Credit Bureau Disputes
PO Box 1269
Greenville, SC 29602



Contact Numbers
Toll Free Phone
1-866-464-1187
Toll Free Fax
1-866-467-0163



Customer Portal
Resurgent.com

Feb. 14, 2025 11:41AM

52739516-PDINSUF-CS

Page 1

No. 0235 P. 6

Enclosure

Please read the following important notices as they may affect your rights.
This is an attempt to collect a debt and any information obtained will be used for that purpose. This communication is from a debt collector.

Washington Residents: Our address is 55 Beattie Place, Suite 110, Greenville, SC 29601

As of the date of this letter the balance owed is \$1,956.95, which includes \$0.00 of interest.



Feb. 14. 2025 11:41AM

Page 2

CARECREDIT/SYNCHRONY BANK

JEREMY M MOORE
Account Number : 6019 1834 6632 0447
Statement Closing Date: 07/14/2020

No. 0235 P. 7

Summary of Account Activity		Payment Information	
Previous Balance	\$2,915.07	New Balance	\$0.00
+ New Purchases	\$0.00	Total Minimum Payment Due	\$623.62
- Payments	\$329.38	Payment Due Date	07/17/2020
+/- Credits, Fees & Adjustments (net)	(\$2,585.89)	PAYMENT DUE BY 5 P.M. EASTERN ON THE DUE DATE.	
+/- Interest Charge (net)	\$0.00	We may convert your payment into an electronic debit. See reverse side.	
New Balance	\$0.00	Late Payment Warning: If we do not receive your Total Minimum Payment Due by the Payment Due Date listed above, you may have to pay a late fee up to \$40.00.	
Credit Limit	\$3,000.00		
Available Credit	\$0.00		
Days in Billing Period	28		
Pay online for free at: mysynchrony.com For Synchrony Bank customer service or to report your card lost or stolen, call (1-866-693-7854). Best times to call are Wednesday - Friday.			

Transaction Summary			Amount
Tran Date	Post Date	Description	
07/08/2020	07/08/2020	PAYMENT - THANK YOU	(\$329.38)
07/14/2020	07/14/2020	CHARGE OFF ACCOUNT-PRINCIPALS	(\$935.77)
07/14/2020	07/14/2020	CHARGE OFF ACCOUNT-INTEREST	(\$1,639.92)
		CHARGE	
		FEES	\$40.00
		LATE FEE	\$40.00
		TOTAL FEES FOR THIS PERIOD	
		INTEREST CHARGED	\$0.00
		INTEREST CHARGE ON PURCHASES	\$0.00
		TOTAL INTEREST FOR THIS PERIOD	
2020 Totals Year-to-Date			
Total Fees Charged in 2020			\$279.00
Total Interest Charged in 2020			\$350.92
Total Interest Paid in 2020			\$218.01

Interest Charge Calculation				
Type of Balance	Expiration Date	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Interest Charge
Purchases	NA	25.99%	\$0.00	\$0.00

Cardholder News & Information

In order to protect your account privacy, we are unable to provide account information to anyone other than the cardholder(s) or an authorized party. If you wish to permit us to speak to an authorized party such as a spouse about your account, please send written authorization to the General Inquiries address.

You can pay your bill online or over the phone. We noticed you've been enjoying our easy paperless payment options, so we will no longer be including return envelopes. You can make things even easier by selecting the paperless statement option on your account online.

Statement not provided to customer.

* NOTICE: See reverse side and additional pages (if any) for important information concerning your account.

3302 1 14 200714 2 PAGE 1 of 1 9072 3400 0533 01063302

Pay online at mysynchrony.com or enclose this coupon with your check. Please use blue or black ink.

Total Minimum Payment Due	Past Due Amount	Payment Due Date	New Balance	Account Number
\$623.62	\$0.00	07/17/2020	\$0.00	6019 1834 6632 0447

Payment Enclosed : \$

☐ New address or e-mail?
Check the box at left and
print changes on back

JEREMY M MOORE
1511 BONNIE LN
CAMANO ISLAND WA 98282-7611

Make Payment to: SYNCHRONY BANK
PO BOX 960061
ORLANDO, FL 32896-0061

Page 3

-Feb. 14. 2025: 11:42AM

PICKUS500Z0437701377030330000

#2 Payment of Settlement

EXHIBIT 31

Finance Agreement

<div style="writing-mode: vertical-rl; transform: rotate(180deg);"> LEASING INFORMATION SUPPLIER INFO. EQUIPMENT INFORMATION PAYMENT & TERM INFORMATION TERMS AND CONDITIONS CREDITOR ACCEPTANCE PERSONAL GUARANTY </div>	J & K MOORE TRUCKING, LLC	00007833
	Customer Name 1511 Bonnie Lane Cumano Island, WA 98282	Agreement Number Jeremy Moore
Billing Street Address / City / County / State / Zip	Key Customer Contact	
Equipment Location (if different than Billing Address)	Tax ID Number	Key Customer Contact Phone Number
Kipsap Tractor & Equipment 9145 Silverdale Way NW Silverdale, WA 98383		
Supplier is not Creditor's agent nor is Supplier authorized to waive or alter any term or condition of this Agreement		
Quantity/Make/Model/Serial Number 1 - SANY model SY50U excavator with (I) 12" Bucket, (1) 24" Dig Bucket, (1) 48" C/O Bucket, Hydraulic Thumb, each together with all attachments and replacement parts		
Term (in Months): <div style="text-align: center;">37</div>	Cash Price (cost) of Equipment: <div style="text-align: center;">\$ 61,849.30</div>	INITIAL PAYMENT You agree to pay at the time you sign this Agreement: A) Advance Payment: 1 Month(s) \$30,924.65 B) One-time Documentation Fee \$400.00 C) Total of A and B \$31,324.65 If more than one Payment is required in advance, the additional Payment(s) will be applied to the last payment(s) in inverse order due at the end of the term.
Monthly Payment: 1 @ \$30,924.65 36 @ \$1,022.11	Additional Provisions:	
BY SIGNING THIS AGREEMENT: (I) YOU ACKNOWLEDGE YOU HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS ON THE FRONT AND BACK OF THIS AGREEMENT; (II) YOU AGREE YOU CANNOT TERMINATE OR CANCEL THIS AGREEMENT, YOU HAVE AN UNCONDITIONAL OBLIGATION TO MAKE ALL PAYMENTS DUE UNDER THIS AGREEMENT, AND YOU CANNOT WITHHOLD, SET OFF OR REDUCE SUCH PAYMENTS FOR ANY REASON; (III) YOU WILL USE THE EQUIPMENT ONLY FOR BUSINESS PURPOSES; (IV) YOU WARRANT THE PERSON SIGNING THIS AGREEMENT FOR YOU HAS THE AUTHORITY TO DO SO AND TO GRANT THE POWER OF ATTORNEY SET FORTH IN SECTION 7 OF THIS AGREEMENT; (V) YOU CONFIRM YOU DECIDED TO ENTER INTO THIS AGREEMENT RATHER THAN PURCHASE THE EQUIPMENT FOR ITS CASH PRICE; AND (VI) YOU AGREE ANY CLAIM RELATED TO THIS AGREEMENT WILL BE GOVERNED BY WISCONSIN LAW AND MUST BE ADJUDICATED IN A STATE OR FEDERAL COURT FOR OR IN DANE COUNTY, WISCONSIN HAVING SUBJECT MATTER JURISDICTION. YOU HEREBY CONSENT TO PERSONAL JURISDICTION AND VENUE IN SUCH COURT AND WAIVE ANY RIGHT TO TRANSFER VENUE. YOU WAIVE ANY RIGHT TO A TRIAL BY JURY. You agree a photocopy or facsimile transmitted copy of this Agreement, with photocopied, facsimile, or electronically transmitted signatures thereon, shall be deemed an original.		
First Business Specialty Finance, LLC Creditor		As Stated Above Customer Signature: <i>[Signature]</i> Authorized Signature: <i>[Signature]</i> Jeremy Moore, owner 5/19/2022
Authorized Signature: _____ Date Accepted: _____ EF Counter Signers Print Name & Title: _____ FA10007 043235WAS		Print Name, Title and Date: _____
In consideration of First Business Specialty Finance, LLC ("FBSF") entering into the Finance Agreement identified above ("Agreement") between FBSF and the Debtor identified above ("Customer"), the undersigned (individually and collectively referred to herein as "Guarantor") unconditionally and irrevocably guarantees to FBSF its successors and assigns, the prompt payment and performance of all obligations of Customer under the Agreement as well as any other obligations Customer may have at any time to FBSF or any of our affiliates, including First Business Bank. Guarantor agrees this is a guaranty of payment and not of collection, and FBSF can proceed directly against Guarantor without first proceeding against Customer or against the collateral covered by the Agreement. Guarantor agrees this guaranty of payment shall be construed as a continuing, absolute and unconditional guaranty of payment irrespective of the validity or enforceability of the Agreement under applicable law. Guarantor waives all defenses and notices, including those of protest, presentment and demand. Guarantor consents to and will be bound by any renewal, extension or other modification of the Agreement. If Customer defaults under the Agreement Guarantor will immediately perform all obligations of Customer under the Agreement including, but not limited to, paying all amounts due under the Agreement. Guarantor will pay to FBSF all expenses, including attorneys' fees, incurred by FBSF in enforcing its rights against Guarantor or Customer. This continuing guaranty will not be discharged or affected by Guarantor's death and will bind Guarantor's heirs and personal representatives. Each Guarantor (if more than one) agrees its liability is joint and several. Guarantor agrees and consents that Guarantor may be served for any action or proceeding by registered or certified mail. Guarantor authorizes FBSF, from time to time, to obtain credit bureau reports regarding Guarantor's personal credit, and make any other credit inquiries it deems necessary. Guarantor agrees a photocopy or facsimile transmitted copy of this Personal Guaranty, with photocopied, facsimile, or electronically transmitted signatures thereon, shall be deemed an original. Guarantor acknowledges and agrees that this Guaranty and the Agreement are incurred in the best interest of the Guarantor's marriage and family. ANY CLAIM RELATED TO THIS PERSONAL GUARANTY WILL BE GOVERNED BY WISCONSIN LAW AND MUST BE ADJUDICATED IN A STATE OR FEDERAL COURT FOR OR IN DANE COUNTY, WISCONSIN HAVING SUBJECT MATTER JURISDICTION. GUARANTOR HEREBY CONSENTS TO PERSONAL JURISDICTION AND VENUE IN SUCH COURT AND WAIVES ANY RIGHT TO TRANSFER VENUE. GUARANTOR WAIVES ANY RIGHT TO A TRIAL BY JURY.		
Guaranteed by: <i>[Signature]</i> Personal Guarantor (no title) Jeremy Moore 5/19/2022		<i>[Signature]</i> Personal Guarantor (no title) Keirsten Moore 5/26/22
Print Name: X Date: _____ Personal Guarantor (no title)		Print Name: X Date: _____ Personal Guarantor (no title)
Print Name: _____ Date: _____		Print Name: _____ Date: _____

Mar. 21. 2025 8:20 AM

EXHIBIT 32

3/13/25, 8:03 PM

Yahoo Mail - Dispute update: Investigation underway

Dispute update: Investigation underway

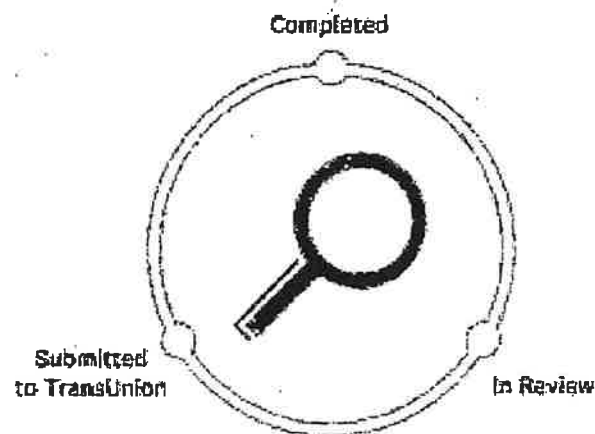
From: Credit Karma (notifications@creditkarma.com)

To: camanoislanderx2@yahoo.com

Date: Wednesday, July 10, 2024 at 01:52 PM PDT

INTUIT
creditkarma

**Jeremy, here's your
Direct Dispute™ update.**



Hi Jeremy,

Your dispute has completed processing with TransUnion and your final results should be updated within seven days.

Check your Intuit Credit Karma account as you wait for your report to be completed.

See status

3/13/25, 4:03 PM

Yahoo Mail - Dispute update: Investigation underway

INTUIT    

This is a promotional email.

To manage your email preferences, please go to notification preferences.

[Unsubscribe from all emails](#)

Credit Karma, LLC, P.O. Box 30963, Oakland, CA 94604 Copyright © 2008-2024 Credit Karma, LLC. All Rights Reserved. Any third party trademarks referenced are the property of their respective owners.

Note: Never share your online banking or Credit Karma passwords with anyone, including us!

[Privacy Statement](#) | [Terms of Service](#)



3/13/25, 8:03 PM

Credit scores and much more - Injust Credit Karma



Dispute item

Account: LVNV FUNDING LLC

Result

Denied

TransUnion Investigated your dispute but the information was verified as accurate. Other information was also updated.

I'm not satisfied with this result

Dispute reason

Accuracy

The "Account in Dispute" remark is missing or incorrect.
This account is involved in litigation.

Contact info

LVNV FUNDING LLC
C/O RESURGENT CAPITAL SERVICES PO BOX 1269
GREENVILLE, SC 29602



Today



Credit



Cards



Loans



Money

3/13/25, 5:03 PM

Credit scores and much more - Inval Credit Karma



Today



Credit



Cards

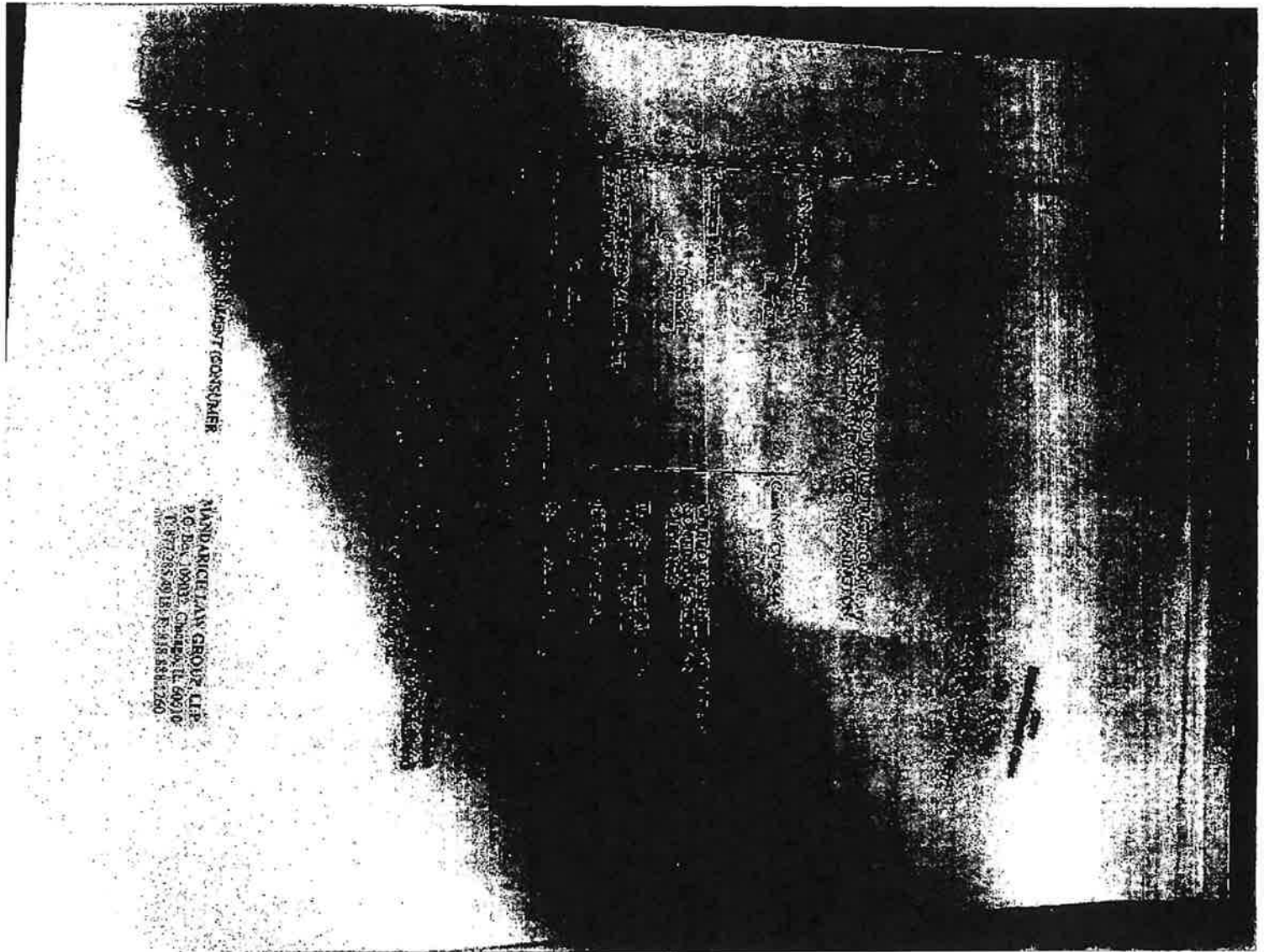


Loans



Money

EXHIBIT 33



1 Balance of Judgment or Amount of Claim

2 Amount under Judgment from 05/28/2014 to 05/28/2015

3 Penalties, Costs and Attorney Fees

4 Prejudgment Attachment and Costs

5 Filing Fee by Clerk of Court

6 Service and Affidavit Fees

7 Postage and Costs of Certified Mail

8 Answer Fee or Post

9 Counterclaim Attorney Fees

10 Other

11 Total Estimated Garnishment

12 Less Any Payments

13 TOTAL

14 Plus Per Diem Fee

15 THIS IS A WRIT OF

16 Garnishment of Earnings

17 Debtors Name

18 SUIT NO.

19 HEAR

20 COURT

21 JUDGE

22 CLERK

23 DEBTOR

24 CREDITOR

25 DATE

26 PLACE

27 COURT

28 JUDGE

29 CLERK

30 DEBTOR

31 CREDITOR

32 DATE

33 PLACE

34 COURT

35 JUDGE

36 CLERK

37 DEBTOR

38 CREDITOR

39 DATE

40 PLACE

41 COURT

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288 CLERK

1 If, at the time this writ is issued, the amount of the debt is less than the amount of the garnishment, the garnishment shall be reduced to the amount of the debt. If the amount of the debt is greater than the amount of the garnishment, the garnishment shall be reduced to the amount of the debt.

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This garnishment is based on a

percentage of disposable earnings; or

the amount is the greater of 85 percent of disposable earnings or the amount of the highest minimum wage law in the state.

the amount is the greater of 80 percent of disposable earnings or the amount of the highest minimum wage law in the state.

PROCESSING FEE FROM THE REMAINDER OF THE EARNINGS AFTER WITHHOLDING UNDER THIS WRIT. THE FEE MAY NOT EXCEED TWENTY DOLLARS FOR THE FIRST ANSWER AND FIFTEEN DOLLARS AT THE TIME YOU SUBMIT THE SECOND ANSWER.

If you are a Defendant with a debt payable in money in excess of the amount set forth in the first paragraph of this writ, hold only the amount set forth in the first paragraph and any processing fee. Do not discharge, and release all additional funds or property to Defendant.

IF YOU FAIL TO ANSWER THIS WRIT AS COMMANDED, A JUDGMENT MAY BE ENTERED AGAINST YOU FOR THE FULL AMOUNT OF PLAINTIFF'S CLAIM AGAINST YOU, WITH ACCRUING INTEREST, ATTORNEY FEES, AND COSTS WHETHER OR NOT YOU OWE ANYTHING TO DEFENDANT. IF YOU PROPERLY ANSWER THIS WRIT, ANY JUDGMENT AGAINST YOU WILL NOT EXCEED THE AMOUNT OF ANY NONEXEMPT DEBT OR THE VALUE OF ANY NONEXEMPT PROPERTY OR EFFECTS IN YOUR POSSESSION OR CONTROL.

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WIT OF GARNISHMENT (CONSUMER
DEBT)

402372

MANDARICH LAW GROUP, LLP
P.O. Box 109032, Chicago, IL 60610
T: 877.283.4918; F: 818.888.1260

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Plaintiff's Name
Plaintiff's Address
Plaintiff's City
Plaintiff's State
Plaintiff's Zip

...ed notice. Then put an X in the box or boxes that
... and write in the necessary information on the blank
... the bottom of the last page, or attach another sheet.

... form. Deliver the original form by first-class mail or in
... Court, whose address is shown at the bottom of the Writ of
... of the copies by first-class mail or in person to Plaintiff or Plaintiff's
... address are shown at the bottom of the Writ. Keep the other copy.
... THIS AS QUICKLY AS POSSIBLE, BUT NO LATER THAN
... AFTER THE DATE ON THE WRIT.

NOTION CLAIM

MANDARICH LAW GROUP, LLP
P.O. BOX 109032 CHICAGO, IL 60610
T: 312.285.4018; F: 312.388.1260

1 I/We claim the following money or property

2 IF PENSION OR RETIREMENT BENEFITS

3 ☐ Name and address of employer

4
5
6 IF EARNINGS ARE GARNISHED

7 ☐ I claim the maximum

8 IF EARNINGS ARE OBTAINED

9 ☐ I claim the maximum

10 IF EARNINGS ARE OBTAINED

11 ☐ I claim the maximum

12
13 Print: Your name

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Address (if different from yours)

Telephone number (if different from yours)

To your claim, you will have to go to court and give proof of your

MANDARICH LAW GROUP, LLP
P.O. BOX 109032 CHICAGO, IL 60619
T: 877.383.4918; F: 818.828.1260

NOTICE OF GARNISHMENT AND RETURN

A Writ of Garnishment issued in
garnishee named in the attached copy of
to withhold payment of any money that
that the garnishee held or controlled.

YOU HAVE THEM.

[illegible]

BANK ACCOUNTS. If the garnishee is a bank or other institution with which you have an account in which you have deposited benefits such as Temporary Assistance for Needy Families, Supplemental Security Income (SSI), Social Security, veterans' benefits, unemployment compensation, or any federally guaranteed pension, such as a state or federal pension, individual retirement account (IRA), or 401K plan, you may claim the account as fully exempt if you have deposited only those funds from the account. It may be partially exempt even though you have deposited other funds in the same account. An exemption is also available under Federal Rule 67 for funds in a community bank account that can be identified as the property of the child support obligor exempt from a garnishment on the child support obligation of the obligor.

EXEMPTIONS. If the garnishee holds other property of yours, some or all of it may be identified as the exempt property of yours. For example, under RCW 6.15.010, a Washington statute that exempts certain property of your spouse, you, or your child from garnishment on the child support obligation of the other parent, you may claim exemptions for:

- Up to \$2,500 in a bank account if you owe on private student loan debts, up to \$10,000 in a bank account for all other debts; and certain other property such as household goods, tools of trade, and a motor vehicle (all limited by differing dollar values); or up to \$10,000 in a bank account if you owe on consumer debts.

HOW TO CLAIM EXEMPTIONS. Fill out the enclosed form as described in instructions on the claim form. Attach the enclosed form to the writ of garnishment and file it with the court. If you have any questions, call the toll-free number on the enclosed form.

Page 1

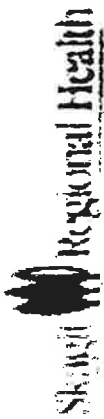
1 after Plaintiff receives your claim form. If Plaintiff
2 than 14 days after Plaintiff receives your claim form,
3 will be mailed to you at the address that you provide.

4 THE LAW ALSO PROVIDES THAT
5 AN ATTORNEY CAN ASSIST YOU TO
6 MOST ACT IMMEDIATELY TO AVOID

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EXHIBIT 34

Employee Name: Karsten, D Moore
 Address: [REDACTED]
 Employee ID: [REDACTED]
 Receipt #: 1024557
 Pay Date: March 30, 2025
 Pay Period: March 2, 2025 - March 16, 2025



P.O. Box 1300, Mount Vernon, WA 98273-1300
 360-428-2500

Tax Deductions	Pay To Date
Total	5066.25

After Tax Deductions	5066.25
Charitable	0.00
Charitable	0.00
IRA	0.00
Spouse Life	0.00
UCR/CDR	0.00
Total	5066.25

Deductions	Amount
CHARITABLE	0.00
Total	0.00

Advances	Amount	Pay To Date
Charitable	0.00	0.00
Charitable	0.00	0.00
Charitable	0.00	0.00
Charitable	0.00	0.00
Charitable	0.00	0.00